This indenture Made the fifteen day

of June one thousand eight hundred and
forty seven between David Liddle of the State
of Ohio and County of Wayne of the one part and
Christian Russell of the state of Pensylvania
County of Tuscarawas of the other part Witnesseth
That the said David Liddle for and in consideration
of the yearly Rent and Covenants hereinafter Mention
and Reserved on the part and behalf of the said Christian
Russell his executors administrators and assigns to be paid
kept and performed hath demised set and to farm let and
and by these presents doth demise set and to farm let unto
unto the said Christian Russell his administrators executors
and assigns all that Messuage and tract of land situate lying
in the township of Full and County of Tuscarawas bounded and
all and singular the buildings improvements Rights Members
and appurtenances thereunto belonging or in any
wise appertaining and the Reversions and Remainders Rents
issues and Profits thereof. To have and to hold the said Mes
suage and tract of land and all and singular the premises
hereby demised with the appurtenances unto the said Christian
Russell his executors administrators and assigns from the first
day of April one thousand eight hundred and forty eight for
ensuing the date hereof for and during the term of five years from
next ensuing and fully to be complete and ending yealding and p
paying for the same unto the said David Liddle his exe

and Reserved on the part and behalf of the said Christian
Russell his executors administrators and assigns to be paid
kept and performed hath demised set and to farm let and
and by these presents doth demise set and to farm let unto
unto the said Christian Russell his administrators executors
and assigns all that Messuage and tract of land situate lie
in the township of Full and County of Lawrence together with
all and singular the buildings improvements Rights Members
and appurtenances what so ever thereunto belonging or in any
wise appertaining and the Reversions and Remainders Rents
issues and Profits thereof. To have and to hold the said Mes
suage and tract of land and all and singular the premises
hereby demised with the appurtenances unto the said Christian
Russell his executors administrators and assigns from the first
day of aprile one thousand eight hundred and forty eight for
ensuing the date hereof for and during the term of five years there
next ensuing and fully to be complete and ending yealding and p
paying for the same unto the said David Liddle his one
urgs administrators and assigns the yearly Rent or sum of one
hundred dollars payable on the first day of Jully yearly after poseson is given
and on the 1ers day of aprile yearly and the said Christian Russell
for herself her heirs executors administrators doth covenant Promise and
agree to and with the said david Liddle his heirs executors and
administrators and and assigns by these presents that the said
Christian Russell his heirs executors and administrators or some
of them shall and will well and truly pay or cause to be paid
unto the said David Liddle his executors administrators and
assigns the said yearly Rent of one hundred dollars with the
yearly rate

Hereby Reserved on the several days and and times herein before
Mentioned and appointed for payment thereof according to
the true intent and Meaning of these presents and the said
David Liddle for himself his heirs executors administrators
doth covenant promice grant and agree to and with the
said Christian Russell his executors administrators and
assigns by the presents and that said Christian Russell
his executors administrators and asigns paying the Rent and
performing the covenents aforesaid shal and lawfully may
peaceably and quietly have hold use occupy possess and
enjoy the said demised premises With the appurtanances
for during the term aforesaid Without the lawful
let suit trouble eviction molestation or interuption of
the said David Liddle his heirs or asigns or of any
other person or persons Whatsoever

In Witness We have set our hands and seals

David Liddell [seal]

Christian A Ruysel [seal]

James Russell Witness

Bond

Theodore Wells

to

Margaret Richard and

Thomas Walter Weir

July 1st	43	$46-52
" "	44	46.53
" "	45	46 52
" "	46	46.53
" "	47	46.53
		$232 63

Int 1 June 30-42

Received on the within endorsed

Peter en Keeu 'Co

1 H Ellmaker

1 H Ellmaker agent

Dec 14th 1843

Know all Men by these Presents, that I Theadore Mills of Carbondale township Luzern county Pennsylvania are

held and firmly bound unto Margaret Bass Richard Bacon and Thomas Wister Jun of Philadelphia

their heirs, executors, administrators, and assigns, in the penal sum of four hundred and sixty five dollars twenty six cents

dollars, for the true payment whereof I do bind myself my heirs, executors and administrators firmly by these presents. And I hereby empower any Attorney of any Court of Record to appear for me and confess judgment in favor of the holder or holders of this bond, for the above penalty with costs of suit, hereby releasing all errors in entering the same, and in all proceedings for the collection of the debt hereinafter mentioned by virtue of the said judgment. And I hereby waive all right of inquisition upon my real estate, hereby agreeing to the condemnation of any of said real estate which shall be levied upon by virtue of any execution to be issued in pursuance of the said judgment. Sealed with my seal at Carbondale this thirtyeth day of June A. D. 1842

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden party shall well and truly pay unto the above named obligee the just and full sum of two hundred and thirty two dollars sixty three cents in manner following one fifth the first day of July 1843 one fifth the first of July 1844 one fifth the first of July 1845 one fifth the first of July 1846 one fifth the first of July 1847 with annual interest from date

~~with interest, on or before the day of A. D. one thousand~~

dollars, for the true payment whereof I do bind myself my heirs, executors and administrators firmly by these presents. And I hereby empower any Attorney of any Court of Record to appear for me and confess judgment in favor of the holder or holders of this bond, for the above penalty with costs of suit, hereby releasing all errors in entering the same, and in all proceedings for the collection of the debt hereinafter mentioned by virtue of the said judgment. And I hereby waive all right of inquisition upon my real estate, hereby agreeing to the condemnation of any of said real estate which shall be levied upon by virtue of any execution to be issued in pursuance of the said judgment. Sealed with my seal at Carlondale this Thirtyeth day of June A. D. 1842

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden party shall well and truly pay unto the above named obligee the just and full sum of two hundred and thirty two dollars & Thirty three cents in manner following One fifth the first day of July 1843 one fifth the first of July 1844 one fifth the first of July 1845 one fifth the first of July 1846 one fifth the first of July 1847 with anual interest from date

~~with interest, on or before the~~ ~~day of~~ ~~A. D. one thousand eight hundred and forty-~~ without any fraud, set off or further delay, then the above obligation to be void, otherwise to remain in full force and virtue.

Witness
Charles M Waterbury
A. Kenna

Theodore Mills

No 771

Deed

John Reilley
to
James Russell

22 ac.s 138 p.s

Hall & Grunfield
Township 1859

Filed 7 May 1860
Tax & fees paid $1.85

Receipt Given

This Indenture, made the Thirtieth day of March

in the year of our Lord one thousand eight hundred and fifty nine BETWEEN

Peter I Reilly only Son & Heir of Michael Reilly late of the city of Carbondale deceased of the one part, AND James Russell Esquire of the Township of Dell in Luzerne County State of Pennsylvania

of the other part, WITNESSETH: That the party of the first part, in consideration of the sum of one thousand dollars

to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release and confirm, to the said party of the second part, his heirs and assigns, a certain piece or parcel of Land situate partly in said Dell township & partly in Bruenfield bounded as follows beginning at a post & Stones corner of the above Mills in a line of land surveyed for Phillip Hann — as described in deed from John A Congringham assignee of Reinard Conyngham by his attorney in fact & Meyert to Michael Reilly dated 8th July 1843 — thence by said Hann's Lot North forty three & $\frac{3}{4}$ degrees west twenty four perches to a post & Stones in a line of Rufell Bentley's lot: thence by said Bentleys Lot & by a line of a lot of Josiah Pell South forty Six & $\frac{1}{4}$ degrees West one hundred & fifty Six perches to a post & Stones in the Warrantee line of a tract surveyed "2 J Meredith", thence by the line of said tract South forty three & $\frac{3}{4}$ degrees East ten perches to a post by the Carbondale road a corner of Stephen Whitmore land: thence by the line of said Whitmore lot along the said road South eighty five & $\frac{1}{2}$ degrees East Eighteen & $\frac{3}{10}$ perches to a post by said

to Michael Reilly dated 8th July 1843 – thence by
said Hamm Lot North forty three & 3/4 degrees
west twenty four perches to a post & stones in a line
of Russell Bentleys Lot: thence by said Bentleys
Lot & by a line of a Lot of Josiah Pell South forty
Six & 1/4 degrees West one hundred & fifty Six perches to
a post & stones in the Warantee line of a Lot surveyed
in the name of "J. S. Meredith"; thence by the line of said Lot
South forty three & 3/4 degrees East ten perches to a post
by the Carbondale road a corner of Stephen Whit
mores land: thence by the line of said Whitmores
Lot along the said road South eighty five & 1/2 de
grees East Eighteen & 3/10 perches to a post by said
road a corner for said Hill: thence by said
Mills Lot North forty Six & 1/4 degrees East one hun
dred & forty three perches to the place of beginning Con
taining twenty two acres one hundred thirty Eight
perches strict measure it being a part of
Samuel Meredith surveyed by Granted by
the Commonwealth of Pennsylvania

TOGETHER with all and singular the minerals, woods, underwoods, timber, waters, water-courses, ways, houses, fences, improvements, rights, liberties, members, heraditaments and appurtenances thereunto belonging, or in any way appurtaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof; and also all the estate, right, title, interest, benefit, property,

claim, and demand whatsoever, in law or equity, of the said part y of the first part, of, in, and to the same, and every part and parcel thereof; TO HAVE AND TO HOLD the said piece or parcel of Land to the said part y of the second part, his heirs and assigns, to the only proper use and behoof of the said part y of the second part, his heirs and assigns forever.

AND the said John Reilley for himself his heirs, executors and administrators, doth covenant, promise and agree, to and with the said part y of the second part, his heirs and assigns, that he the said John Reilley and his heirs, all and singular the hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said part y of the second part, his heirs and assigns, against him the said John Reilley and his heirs, and against all and every person or persons whomsoever, lawfully claiming or to claim the same, or any part or parcel thereof shall and will

Warrant and Forever Defend.

In Witness Whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

SEALED AND DELIVERED IN PRESENCE OF

Elizabeth Reilley

William Root

John T. Reilly {L. S.}

{L. S.}

In Witness Whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

SEALED AND DELIVERED IN PRESENCE OF

Elizabeth Reilly

William Root

John T. Reilly {L. S.}

{L. S.}

City of Carbondale ss.

On the Thirtieth day of March A. D. 1859, before me, the subscriber, an alderman in & for said city personally appeared the above named John T. Reilly and acknowledged the above indenture to be his act and deed, and desired the same might be recorded as such.

~~And the said being of full age, and by me examined separate and apart from her said husband, and the contents of the above deed being by me made known to her, declared that she did voluntarily and of her own free will and accord Seal and as her act and Deed deliver the said Indenture without any coercion or compulsion of her said husband.~~

WITNESS MY HAND AND SEAL, the day and year aforesaid.

Wm Root Alderman {L. S.}

Recd April 17. 1860 Ten Hundred Sixty-
dollars in full for the Consideration
Money within mentioned
$1060.

Elizabeth Bailey

Contract

H. G. G. Reynolds

to

James Russell

Executed this 5th day of April 1867 between
H. G. G. Reynolds of the County of Lucas
and State of Iowa party of the first part
and James Russell of the County of Marion
and State aforesaid party of the second part

Article of Agreement Made and concluded this Second day of January A.D. One Thousand Eight hundred and Sixty Seven. between Henry G.G. Reynolds of the Township of Dell. County of Luzerne State of Pennsylvania. of the first part and James Russell of the Township County and State aforesaid of the Second part. Witnesseth that the party of the first part for and in consideration of the sum hereinafter mentioned. agrees to sell and does hereby sell to the party of the Second part all that certain piece or parcel of land lying and being in the Township of Dell County and State aforesaid. bounded and described, as in Deed. given by George Reynolds to party of first part. dated the twentieth day

lying and being in the Township of Fell County and State aforesaid. bounded and described, as in Deed given by George Reynolds to party of first part dated the twentieth day of June A.D One Thousand Eight Hundred and Twenty Nine, and Recorded in the Recorders Office for Luzerne County in Deed Book No 28. and Page 114. Said to Contain Thirty-five acres and forty perches.- And the party of the first part hereby agrees to give to party of second part possession of said place on the first day of April next. And also herby agrees to make out and deliver to the party of the second part his heirs or assigns. a good and sufficient Warranted Deed of the above described piece or parcel of land on the first day of April next.

The party of the second part for and in Consideration of said land. hereby agrees to

pay the party of the first part Fifty Dollars per acre for said piece or parcel of land in manner following viz. Three Thousand Dollars on the first day of April AD One Thousand Eight Hundred and Sixty Seven And the ballance in two equal annual payments with interest on the whole sum unpaid, from the first day of April next. And the party of Second part agrees to pay the taxes assessed upon said place for the year 1867.

And the parties to these presents do hereby bind themselves their heirs executors administraters or assigns. As witness their hands and seals the day and year first above written.

Signed Sealed & Delivered in presence of.
J. D. Richard

Holly Reynolds Seal
James Campbell Seal

The words "On the first day of April next" on third line from bottom on first page made before signing
J. D. Richard



No 2859

B 18

Mortgage

Theodore Wells

to

Margaret Richard and

Thomas Hester Dent

Filed July 14th 1849

THIS INDENTURE,

Made the thirtyeth day of

Theadore Mills of Carbondale township Luzern County Pennsyl

of the first part, and Margaret Vaux Richard Vaux and Thomas Wister Vaux

the said party of the first part, for in and by a certain bond or obligation duly execute

and Thomas Wister Vaux in the Penal sum of four hundred

for the payment of two hundred and thirty two dollars

July 1843 one fifth the part day of July 1844 one fifth the pa

one fifth the part of July 1845 and one fifth the part of July 1837 w

as in and by the said recited obligation and condition thereof more fully appears—NOW

sideration of the aforesaid debt or sum of two hundred and thirty two 63/100

unto the said parties of the second part, their executors, administrators and assigns, in disc

of the first part, in hand paid by the said parties of the second part, at the ensealing hereof,

firmed, and by these presents do grant, bargain, sell, release and confirm unto the said parties

port the North west corner of this lot Thence by the Loping home la

Thence by lands contracted to David Kelly South forty five d

South forty five degrees West eighty three perches to a post Then

degrees West sixty nine perches to the place of Beginning C

perches Being Lot No 33 of George Wolbers survey of the Vaux

the Grantor this day by the Parties of the seconed part

[Printed by E. S. Goodrich, Towanda, Bradford County, Pa.]

Jane
nick
of Philadelphia

A. D. one thousand eight hundred and forty- two between

of the second part, WHEREAS—
, bearing even date herewith, do oth stand bound unto the said Margaret Richard
and sixty five dollars and twenty six cents Condetionee
and sixty three cents as follows one fifth the first day of
day of July 1845 one fifth the first day of July 1845
th and interest from date

THIS INDENTURE WITNESSETH, that the said part of the first part, as well in con-
dollars, and the better securing the payment thereof, with the interest annually
arge of the said recited obligation as of the further sum of one dollar, unto the said part y
the receipt whereof is hereby acknowledged, have granted, bargained, sold, released and con-
f the second part, the following lot of land Beginning at a
nds North forty five degrees East eighty three perches to a post
gs East sixty nine perches to a post thence by lot No 34
by land contracted to John Philips North forty five
ontaining thirty five acres one hundred and twenty seven
ends, And being the same lot of land conveyed to

Thence by lands contracted to David Reby South the forty five de
South the forty five degrees West eighty three perches to a post Thence
degrees West sixty nine perches to the place of Beginning C
perches Being Lot No 33 of George Walkers resurvey of the Town
the Grantors this day by the parties of the second part—

Together with all and singular, the rights, liberties, privileges, hereditamen
reversions and remainders, rents, issues and profits thereof. And also, all the estate, right, titl
of, in, to or out of the same. TO HAVE AND TO HOLD, the said hereditaments and
heirs and assigns, to the only proper use and behoof of the said part his of the second part,
the first part, his heirs, executors, administrators, and assigns, shall and do well and truly pa
or assigns, the aforesaid debt or consideration, on the days or times herein before mentioned
according to the conditions of the said recited obligation without any fraud or further dela
taxes, charges, or assessments whatsoever—Then as well this present Indenture, and the esta
herein before contained, to the contrary notwithstanding.

In witness whereof, the said party of the first part, have hereunto set his hand and s

SEALED AND DELIVERED
IN PRESENCE OF }

Phillips Wilson
H. C. Hadley

yn. East sixty nine perches to a post Thence by Lot No 34
ey land contracted to John Philips North forty five
ontaining thirty five acres one hundred and twenty seven
ends. And being the same Lot of land conveyed to

ts and appurtenances, whatsoever thereunto belonging, or in any wise appertaining; and the
, interest, claim and demand, whatsoever, of the said parties of the first part, in law or equity,
remises hereby granted with the appurtenances, unto the said parties of the second part, their
heirs and assigns, forever. Provided always, nevertheless, that if the said part y of
or cause to be paid unto the said parties of the second part, their executors, administrators
nd appointed for payment thereof, together with lawful interest for the same annually
, and without any deduction, defalcation, or abatement to be made for or in respect of any
e hereby granted, as the recited obligation shall become void and of none effect, any thing

al . Dated the day and year first above written.

Theodore Mills

Luzerne County ss.

Be It Remembered that on the thirteenth day of June A.D. 1842 Personally appeared before me the subscriber one of the Justices of the Peace in and for said County, the within named Theodore Wells and acknowledged the within indenture to be his act and Deed, and desired the same to be recorded as such. Witness my hand & Seal at Carbondale the day and year aforesaid. Henry T. Seeley

Justice of the Peace.

the year 1858 seized in fee of a piece or parcel of land situate and and lying in the City of Carbondale, Luzerne County, Penn'a, bounded and described as follows, viz:

BEGINNING at a stone's corner, the western corner of a tract in the warrantee name of Sarah Ryon, thence by said tract South forty six degrees East sixty seven rods to a hemlock corner, thence by land in the warrantee name of Henry Ryon, South forty four degrees West two hundred and fifty six rods to a beach, South forty six and a half degrees East nine and a half rods to a hemlock corner, South forty three and a half degrees West seventy seven and three quarters rods to a beach corner, South forty six degrees East fifty two rods to a stone's corner, and South forty four degrees West seventeen and a half rods to a stone's corner, thence by land of the Delaware and Hudson Canal Company, North fifty eight degrees West one hundred and thirty seven rods to a beach corner, ~~thence North eight degrees West one hundred and thirty seven rods to a beach corner~~, thence North eight degrees East one hundred and one rods to a stone's corner, thence North eighty five and three quarter degrees East one hundred and twenty one rods to a stone's corner, thence north ~~eighty~~ eight degrees East one hundred and twenty six and a half rods to a stone's corner of lands sold by William Wurts to William Brennan, thence by said land South eighty one

thence North Nine & degrees East one hundred ten and eight tenths rods to a post and stones, degrees East forty six and seven tenths rods to a post, thence by other land of the said party of the first part, South Fifty eight and a half degrees East eighty three and seven tenths rods to a stone's corner in the line of land in the Warrantee name of Sarah Ryan, aforesaid , and thence by said land South forty four and a half degrees West thirty three and three fourths rods to the place of beginning, containing two hundred and fifty one acres and one hundred and forty seven perches.

That the said William Wurts , died intestate, leaving a widow the petitioner, and seven children, to wit:- Helen S . Harriet L. (since intermarried with Rev. Franklin C. Jones) Theodore F., Eliza A., William A., Frederick H., and George A., the last named since deceased, without issue and intestate

That the said premises are now vested in the said Helen S., Theodore F., Eliza A., William A., and Frederick ~~A.~~ H. Wurts Harriet L. wife of Rev. Franklin C. Jones, and that all the parties are of full age to contract, except Eliza A., William A. and Frederick H. Wurts who are minors.

That an offer has been made by James Russell for the pur-

A., William A., Frederick H., and George A., the last named since deceased, without issue and intestate

That the said premises are now vested in the said Helen S., Theodore F., Eliza A., William A., and Frederick ~~A.~~ H. Wurts Harriet L. wife of Rev. Franklin C. Jones, and that all the parties are of full age to contract, except Eliza A., William A. and Frederick H. Wurts who are minors.

That an offer has been made by James Russell for the purchase of said premises for the sum of fifteen dollars peracre , which will amount to the sum of three thousand seven hundred and seventy eight ,78/100 dollars, and the said Helen S., and Theodore F. Wurts and Harriet L. and Franklin C. Jones have contracted with the said James Russell for the sale of the said premises for the said sum, provided an order can be obtained from this Honorable Court for the sale of the undivided interest of the said minors to the said James Russell for a proportionate share of the said sum of three thousand seven hundred seventy eight 78/100 dollars, to wit, the sum of one thousand eight hundred eighty nine 39/100 dollars.

Your petitioner further says that she believes the price or sum so offered is satisfactory to the said Helen S. and Theodore F. Wurts and Harriet L. and Franklin C. Jones, and that it is a better and higher price than can be obtained at public sale, and that it is

greatly to the interest of said minors that said sale should be carried into effect.

She therefore prays this Honorable Court for an order authorizing her to grant and convey unto the said James Russell in fee the undivided interest of said minors of and in the premises aforesaid, for the said sum of one thousand eight hundred eighty nine 39/100 dollars agreeably to the provisions of the Act of Assembly in such cases made and provided.

Now 15th Jan. 1866, Court appoint hearing the second Monday of February Term next and appoint P. S. Joslin Esq., Commissioner to report facts.

Certificate exit 16th Jan. 1866, Now 2nd April 1866, bond of guardian in the sum of $4,000. with Maurice Wurts as surety filed and approved. Same day Court decree private sale of the real estate as prayed for.

Certificate exit 16th Jan. 1866, Now 2nd April 1866, bond of guardian in the sum of $4,000. with Maurice Wurts as surety filed and approved. Same day Court decree private sale of the real estate as prayed for.

RETURN OF PRIVATE SALE.

********* **** ********* *******

In the Orphans' Court of Luzerne County in the matter of the application of Lucretia J. Wurts Guardian of Eliza A., William A., and Frederick H. Wurts minor children of William Wurts, deceased, for an order to sell real estate of said minors at private sale to James Russell.

The said guardian hereby respectfully returns , That in pursuance of the order and decree of the said Court, she has made sales of the real estate described in said application, to the said James Russell, for the sum of one thousand eight hundred eighty nine 39/100 dollars, which sale she prays may be confirmed by your Honorable Court Carbondale April 3, 1866.

Confirmed Nisi 11th April 1866, confirmed absolutely 14th May 1866 Now 19th May 1866 Deed of Guardian to James Russell, acknowledged in ope n Court.

In the Orphans' Court

ESTATE OF

WM. WURTS, DEC'D

IN THE ORPHAN'S COURT

OF LUZERNE COUNTY.

PETITION OF GUARDIAN FOR SALE OF REAL ESTATE.

To the Honorable the Judges of the Orphans' Court for the County of Luzerne.

The petition of Lucretia J. Wurts, Guardian of Eliza A., William A., and Frederick H. Wurts, minor children of William Wurts, late of the City of Carbonsale, deceased, and of the said petitioner, respectfully represents:

That the said William Wurts departed this life in the year 1858, seized in fee of a piece or parcel of land situate and lying in the City of Carbondale, County of Luzerne

ceasedt, and of the said petitioner, respectfully represents:

That the said William Wurts departed this life in the year 1858, seized in fee of a piece or parcel of land situate and lying in the City of Carbondale, County of Luzerne and State of Pennsylvania, bounded and described as follows, viz: Beginning at a stones corner The Western corner of a tract in the warrantee name of Sarah Ryon, Thence by said tract South forty six degrees East sixty seven rods to a Hemlock corner, Thence by land in the warrantee name of Henry Ryon South forty four degrees West two hundred and fifty six rods to a beech, South forty six and a half degrees East nine and a half rods to a Hemlock corner, South forty three and a half degrees West seventy seven and three quarters rods to a Beech corner, South forty six degrees East fifty two rods to a stones corner and South forty four degrees West seventeen and a half rods to a stones corner, Thence by land of the Delaware and Hudson Canal Company North fifty eight degrees West one hundred and thirty seven rods to a Beech corner, Thence North eight degrees East one hundred and one rods to a stones corner, Thence North

eighty five and three quarters degrees East one hundred and twenty one rods to a stones corner, Thence North eight degrees East one hundred and twenty six and a half rods to a stones corner of land sold by William Wurts to William Brennan, Thence by said land South eighty one degrees East forty six and seven tenths rods to a post, Thence North nine degrees East one hundred and and eight tenths rods to a post and stones, Thence by other land of the said party of the first part South fity eight and a half degrees East eighty three and seven tenths rods to a stones corner in the line of land in the warrantee name of Sarah Ryon aforesaid and Thence by said land South forty four and a half degrees West thirty two and three fourths rods to the place of beginning, Containing Two Hundred and Fifty One Acres and one hundred and forty seven perches.

half degrees West thirty two and three fourths rods to the place of beginning, Containing Two Hundred and Fifty One Acres and one hundred and forty seven perches.

That the said William Wurts died intestate, leaving a widow, the petitioner, and seven children, to wit: Helen S. , Harriet L.(since intermarried with Rev. Franklin C. Jones,) Theodore F., Eliza A., William A., Frederic H., and George A., the last named since deceased without issue and intestate.

That the said premises are now vested in the said Helen S., Theodore F., Eliza A., William A., and Frederic H. Wurts and Harriet L. wife of Franklin C. Jones,an dthat all of the parties are of full age to contract except Eliza A., William A., and Frederic H. Wurts who are minors.

That an offer has been made by James Russell for the purchase of the said premises for the sum of Fifteen Dollars per acre which will amount to the sum of Three Thousand seven Hundred Seventy Eight and 78/100 Dollars, and the said Helen S. and Theodore F. Wurts and Harriet L. and Franklin C. Jones have contracted with the said James Rusell for the sale of the said premises for the said sum provided an order can be obtained from this Honorable

Court for the sale of the undivided interest of the said minors to the said James Russell for a proportionate share of the said sum of three thousand seven hundred seventy eight 78/100 dollars, to wit: The sum of One Thousand Eight Hundred eighty Nine 39/100 Dollars.

Your petitioner further says that she believes the price or sum so offered is satisfactory to the said Helen S. and Theodore F. Wurts and Harriet L. and Franklin C. Jones and that it is a better and higher price than can be obtained at public sale and that it is greatly to the interest of said minors that said sale should be carried into effect.

She therefore prays this Honorable Court for an order authorizing her to grant and convey unto the said James Russell in fee all the undivided interest of said minors of and in the premises aforesaid for the said sum of One Thousand Eight Hundred Eighty Nine 39/100 Dollars agreeably to the provisions of the Act of the General Assembly of the Commonwealth of Pennsylvania

She therefore prays this Honorable Court for an order authorizing her to grant and convey unto the said James Russell in fee all the undivided interest of said minors of and in the premises aforesaid for the said sum of One Thousand Eight Hundred Eighty Nine 39/100 Dollars agreeably to the provisions of the Act of the General Assembly of the Commonwealth of Pennsylvania approved the eighteenth day of April in the year of our Lord one thousand eight hundred and fifty three.

Lucretia J. Wurts.

o - o - o

City of Carbondale, ss.

Lucretia J. Wurts being duly sworn saith that the statements in the foregoing petitionare just and true to the best of her knowledge and belief.

Lucretia J. Wurts

Sworn and subscribed before me

this 28th day of Dec'r 1865.

William Root, Alderman.

o - o - o

We the undersigned being with the

said minors in the foregoing petition named interested in the premises hereinbefore described do hereby declare that we have read the said petition and believe the statements therein made to be true. We do further declare that we are satisfied with the said proposed sale and believe that it is to the interest and benefit of all the owners of said premises that said sale should be effected.

Lucretia J. Wurts

Franklin C. Jones,

Harriet L. Jones,

Helen S. Wurts,

Theo. F. Wurts.

Filed 15th, Jan. 1866.

o - o - o

Jan'y 15, '66 Court appoints hearing the 2nd Monday of Feb'y next.

Helen S. Wurts,

Theo. F. Wurts.

Filed 15th, Jan. 1866.

o - o - o

Jan'y 15, '66 Court appoints hearing the 2nd Monday of Feb'y uext.

By the Court.

P. S. Joslin appointed Com'r.

o - o - o

Luzerne County:, ss:

In Orphans' Court 15th Jan'y 1866, Estate William Wurts, Dec'd.

In the matter of petition of Guardian for sale of real estate at private sale to James Russell,

Now 15 January 1866, Court appoint hearing the second Monday of February term next and appoint P. S. Joslin

Esq.* a Commissioner to report as to the expediency of the sale of real estate at private sale.

Certified from the Records the 16th January, 1866.

E. B. Collings, Clerk O. C.

(Seal)

D. N. Lathrope being duly sworn saith that he is the maternal uncle of said minors and is well acquainted with the land proposed to be sold. The same was unproductive being rough and of little value and was being eat up by taxes and he considers the sale a good one and for the advantage of the said minors.

D. N. Lathrope.

Sworn and subscribed

Feb'y 14th, 1866.

P. S. Joslin, Comm'r.

I hereby certify that I am acquainted with the facts set forth in the above affidavit of D. N. Lathrope and

said minors. D. N. Lathrope.

Sworn and subscribed

Feb'y 14th, 1866.

P. S. Joslin, Comm'r.

I hereby certify that I am acquainted with the facts set forth in the above affidavit of D. N. Lathrope and concur in his opinion.

P. S. Joslin.

Filed 2nd April, 1866.

Know all men by these presents that we, Lucretia J. Wurts, of the City of Carbondale, and County of Luzerne, and Maurice Wurts, of the City and County of Philadelphia, are held and firmly bound unto the Commonwealth of Pennsylvania in the sum of four thousand dollars, lawful money, to be paid to the said Commonwealth; to which payment well and truly to be made, we do bind ourselves, our heirs executors and administrators and each of us, firmly by these presents sealed with our seals and dated the tenth day of March, one thousand eight hundred and sixty six.

The condition of this obligation is such that if the above bounden Lucretia J. Wurts, Guardian of Eliza A. Wurts, William A. Wurts and Frederic H. Wurts, minor children of William Wurts, late of Carbondale City aforesaid, deceased, shall and do faithfully appropriate the proceeds of sale of real estate of

Wurts, late of Carbondale City aforesaid, deceased, shall and do faithfully appropriate the proceeds of sale of real estate of said decedent as decreed by the Orphans' Court of said County of Luzerne, according to her duty and in such manner as the said Court shall legally decree, then the above obligation to be void, or else to be and remain in full force and virtue.

Lucretia J. Wurts (Seal)

Maurice Wurts, (Seal)

Witnes as to L. J. Wurts,

Wm. W. Lathrop

Helen S. Wurts.

Witness as to Maurice Wurts,

Arch'd C. Levy,

Ezekiel Reed.

Filed 2nd April, 1866.

Nov 2 April 1866, Bond of Guardian in the sum of $4000 with Maurice Wurts as surety filed and approved. Same day Court decree private sale of the real estate as prayed for.

Luzerne County, ss:

In the Orphans' Court of said County,

In the matter of the application of Lucretia J. Wurts, Guardian of Eliza A.? William A., and Frederic H. Wurts, minor children of William Wurts, deceased, for an order to sell real estate of said minors at private sale to James Russell.

The undersigned hereby respectfully returns that in pursuance of the order and decree of the said Court she has made sale of the real estate described in said application to the said James Russell for the sum of One Thousand Eight Hundred Eighty Nine 39/100 Dollars, which sale she prays may be confirmed by your Honorable Court.

Lucretia J. Wurts.

Carbondale, April 3rd, 1866.

City of Carbondale, ss:

Carbondale, April 3rd, 1866.

City of Carbondale, ss:

Mrs. Lucretia J. Wurts being duly sworn saith the above return is true and correct.

Lucretia J. Wurts.

Sworn and subscribed the

7th day of March, 1866.

William Root, Alderman.

Filed and confirmed NISI by the Court 11th April, 1866.

Confirmed

By the Court,

May 15, '66.

Now 19 May, 1866, deed of Guardian of James Russell, acknowledged in open court.

o - o - o - o

Now this 26th day of Jan'y, 1900, certified from the Records.

J. L. Potteiger 1st Asst. Clerk O.C.

Commonwealth of Pennsylvania,
County of Luzerne. } ss.:

I JOHN MAINWARING.

Register for the Probate of Wills, and granting Letters of Administration, and ex-officio Clerk of the Orphans' Court in and for the County of Luzerne, ***Do Certify,*** that the above and foregoing is a true, correct, and entire copy of the Proceedings in the matter of the Petition of Lucretia J. Hurts, Guardian, for authority to sell real estate of James Russell

so full and entire as the same remains of record and on file in said office.

In Witness Whereof, I have hereunto set my hand and affixed the seal of Orphans Court, at Wilkes-Barre, this 26 day of January, Anno Domini one thousand nine ~~eight~~ hundred and ~~ninety~~ (1900)

John Mainwaring

Register of Wills and ex-officio Clerk of the Orphans' Court.

the above and foregoing is a true, correct, and entire copy

of the Proceedings in the matter of the Petition of Lucretia J. Thurtz, Guardian, for authority to sell real estate to James Russell

so full and entire as the same remains of record and on file in said office.

In Witness Whereof, I have hereunto set my hand and affixed the seal of Orphans Court, at Wilkes-Barre,

this 26 day of January, Anno Domini one thousand nine ~~eight~~ hundred and ~~ninety~~ (1900)

John Mainwaring

Register of Wills and ex-officio Clerk of the Orphans' Court.

Commonwealth of Pennsylvania,
County of Luzerne. } ss.:

I, ALFRED DARTE, President Judge of the Orphans' Court in and for the County of Luzerne, *Do Certify* that JOHN MAINWARING. by whom the annexed record, certificate and attestation were made, and who in his own proper handwriting has thereunto subscribed his name and affixed his official seal, was, at the time of so doing, and now is Register of Wills and ex-officio Clerk of the Orphans Court in and for said county, duly commissioned and qualified; to all whose acts, as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere; and that said record, certificate and attestation are in due form of law, and made by the proper officer.

In Testimony Whereof, I have hereunto set my hand, this 26 day of January A. D. 1900.

Alfred Darte
President Judge.

DOCUMENTARY INTERNAL REVENUE TEN CENTS 10

Court of Records.

Commonwealth of Pennsylvania, }
County of Luzerne, } ss.:

I JOHN MAINWARING.

Register of Wills and ex-officio Clerk of the Orphans' Court in said county of Luzerne, *Do Certify* that the Honorable ALFRED DARTE, by whom the foregoing certificate and attestation were made, and who has thereunto subscribed his name, was at the time of making thereof, and still is, President Judge of the Orphans' Court in and for said county, duly commissioned and qualified; to all whose acts, as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court at Wilkes-Barre, this 26 day of January 1900.

John Mainwaring

Register of Wills and ex-officio Clerk of the Orphans' Court.

-Copy-

I N D E N T U R E.

THE EDGERTON COAL COMPANY, Margaret Russell, James A. Russell, Samuel S. Jones and Margaret G. Jones, his wife, George M. Russell and Lydia Russell, his wife, Nettie L. Russell, Jennie Russell, et al., by their Attorney in fact, SAMUEL S. JONES. William J. Lewis and Mary Lewis, his wife, Charles H. Welles and Hannah S. Welles, his wife, and Margaret Gunster, by SAMUEL S. JONES, attorney in fact.

A N D T H E

CARBONDALE COAL MINING COMPANY.

R. E. PRENDERGAST, 207 WASHINGTON AVENUE, SCRANTON, PA.

THIS INDENTURE, Made the day of November, one thousand nine hundred and nine, by and BETWEEN THE EDGERTON COAL COMPANY, a corporation of the State of Pennsylvania, and MARGARET RUSSELL, JAMES A. RUSSELL, SAMUEL S. JONES AND MARGARET G. JONES, his wife, GEORGE M. RUSSELL AND LYDIA RUSSELL, his wife, NETTIE L. RUSSELL, JENNIE RUSSELL, ET AL., by their attorney in fact SAMUEL S. JONES, duly created by a Power of Attorney recorded in Power of Attorney Book 5, page 110, Lackawanna County, WILLIAM J. LEWIS AND MARY LEWIS, his wife, CHARLES H. WELLES AND HANNAH S. WELLES, his wife, AND MARGARET GUNSTER, by SAMUEL S. JONES, their attorney in fact, duly authorized by a power of attorney recorded in Power of Attorney Book 6, page 216, Lackawanna County, parties of the first part, A N D THE CARBONDALE COAL MINING COMPANY, a corporation of the State of Pennsylvania, party of the second part.

WHEREAS, the party of the second part is mining some of the coal under the tract of land owned by the parties of the first part in the City of Carbondale, County of Lackawanna and

first part, A N D THE CARBONDALE COAL MINING COMPANY, a corporation of the State of Pennsylvania, party of the second part.

WHEREAS, the party of the second part is mining some of the coal under the tract of land owned by the parties of the first part in the City of Carbondale, County of Lackawanna and State of Pennsylvania, known as the Russell Tract:

AND WHEREAS, for the purpose of enabling them to successfully continue their mining and increase their output so as to benefit the parties of the first part, who are the lessors herein, it is desired that the party of the second part may have a switch connecting their coal breaker with the Honesdale Branch of the Delaware & Hudson Railroad;

AND WHEREAS, the Edgerton Coal Company and the party of the second part are now negotiating for a lease of part of the said Russell tract not now under lease to the party of the second part, and which if consummated will result in increasing the output from the said tract of land and the royalties of the parties of the first part;

AND WHEREAS, the party of the second part to build the branch as desired will be obliged to outlay and expend a large sum of money, and before doing so desire that they may be protected in their use and enjoyment of said right of way;

AND WHEREAS, it is considered to the advantage of the parties of the first part that this be done;

NOW, THEREFORE, WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar ($1.) and other good and valuable consideration unto them well and truly paid by the said party of the second part, the receipt whereof is hereby acknowledged, doth hereby remise, release and quit-claim unto the said party of the second part, its successors and assigns, the right of way for the purpose of constructing and maintaining a railway connecting the colliery of the said Carbondale Coal Mining Company with the Honesdale Branch of the Delaware & Hudson Railroad, the said right of way to begin at a point in the Southerly line of the William Brennan tract, the Northerly line of that portion of the Russell Park plot; thence in a Southerly and Easterly direction to the line of the said Honesdale Branch of the Delaware & Hudson Railroad Company.

lease and quit-claim unto the said party of the second part, its successors and assigns, the right of way for the purpose of constructing and maintaining a railway connecting the colliery of the said Carbondale Coal Mining Company with the Honesdale Branch of the Delaware & Hudson Railroad, the said right of way to begin at a point in the Southerly line of the William Brennan tract, the Northerly line of that portion of the Russell Park plot; thence in a Southerly and Easterly direction to the line of the said Honesdale Branch of the Delaware & Hudson Railroad Company.

It is hereby understood and agreed that the rights hereby released apply only to the unsold portions of the said Russell Park Tract.

This grant is to exist during the term or period which the said, The Carbondale Coal Mining Company, its successors or assigns, shall operate a colliery on the William Brennan Tract aforesaid, or under any lease made with the Edgerton Coal Company, its assigns or co-owners of the Russell Tract, and no longer.

The said S. S. Jones as attorney in fact for the owners thereof, joins in this instrument for the purpose of protect-

ing the party of the second part against any question that might be raised as to the rights of the Edgerton Coal Company in the surface of said land.

TOGETHER with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversions, remainders, rents, issues and profits thereof: And also, all the estate, right, title, interest, property, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in, or to the above described premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, its successors and assigns, for the period hereinbefore provided for.

The said Edgerton Coal Company doth constitute and appoint A. F. Law to be its attorney for it and in its name and as and for its corporate act and deed to acknowledge this deed before any person having authority by the laws of the Commonwealth of

thereof, with the appurtenances.

TO HAVE AND TO HOLD all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, its successors and assigns, for the period hereinbefore provided for.

The said Edgerton Coal Company doth constitute and appoint A. F. Law to be its attorney for it and in its name and as and for its corporate act and deed to acknowledge this deed before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Edgerton Coal Company has caused these presents to be executed by its proper officers in accordance with law, and the remaining parties of the first part have caused these presents to be executed in accordance with law.

THE EDGERTON COAL COMPANY,

By _____

Attest:

_____
Secretary.

Margaret Russell, James A. Russell, Samuel S. Jones and Margaret G. Jones, his wife, George M. Russell and Lydia Russell, his wife, Nettie L. Russell, Jennie Russell, et al., and William J. Lewis and Mary Lewis, his wife, Charles H. Welles and Hannah S. Welles, his wife, and Margaret Gunster,
By

_____

Their Attorney in Fact.

STATE OF PENNSYLVANIA, :
COUNTY OF LACKAWANNA. : SS:

I hereby certify that on this day of November, in the year 1909, before me, the subscriber, a personally appeared A. F. Law the attorney named in the foregoing deed and by virtue and in pursuance of the authority therein conferred upon him acknowledged the said deed to be the act and deed of the said the Edgerton Coal Company.

WITNESS my hand and official seal the day and year aforesaid.

STATE OF PENNSYLVANIA, :
COUNTY OF LACKAWANNA. : SS.

I hereby certify that on this day of November in the year 1909, before me, the subscriber, a personally appeared Margaret Russell, James A. Russell, Samuel S. Jones and Margaret G. Jones, his wife, George M. Russell and Lydia Russell, his wife, Nettie L. Russell, Jennie Russell, Et al., by their attorney in fact Samuel S. Jones, William J.

WITNESS my hand and official seal the day and year aforesaid.

_____

STATE OF PENNSYLVANIA, : SS.
COUNTY OF LACKAWANNA. :

I hereby certify that on this day of November in the year 1909, before me, the subscriber, a personally appeared Margaret Russell, James A. Russell, Samuel S. Jones and Margaret G. Jones, his wife, George M. Russell and Lydia Russell, his wife, Nettie L. Russell, Jennie Russell, Et al., by their attorney in fact Samuel S. Jones, William J. Lewis and Mary Lewis, his wife, Charles H. Welles and Hannah S. Welles, his wife, and Margaret Gunster, by Samuel S. Jones, their attorney in fact, named in the foregoing deed and by virtue and in pursuance of the authority therein conferred upon him acknowledged the said deed to be his act and deed as such attorney in fact and desired the same might be recorded as such.

WITNESS my hand and official seal the day and year aforesaid.

_____

Copy.

Revocation of
Letter of Attorney

The Edgerton Coal Co.

To

Samuel S. Jones

Robert E. Prendergast, 229-231 Washington Avenue, Scranton, Pa.

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, The Edgerton Coal Company, did heretofore, by a certain instrument in writing or Letter of Attorney, empower Samuel S. Jones, of the City of Carbondale, County of Lackawanna and State of Pennsylvania, to be its attorney, and in its name, place and stead to bargain, sell and convey by good and sufficient deed of special warranty, and for such price, and upon such terms and security, and to such person or persons as he saw fit, certain lots of land lying East of Russell Street on the "Plan of Russell Park", Carbondale, Pa., as by said writing dated the twenty-seventh day of September, A. D., 1900, and recorded in the Office for the Recording of Deeds, etc., in for for the said County of Lackawanna, in Power of Attorney Book No. 6, at page 217, etc., reference being thereunto had will more fully and at large appear:

Now know ye, that the Edgerton Coal Company, for divers good causes and valuable considerations it thereunto moving, hath revoked, recalled, countermanded and made void, and by these presents do revoke, recall, countermand, and to all intents and purposes make null, void, and of none effect, the said recited writing or Letter of Attorney, and all powers and authorities

217, etc., reference being thereunto had will more fully and at large appear:

Now know ye, that the Edgerton Coal Company, for divers good causes and valuable considerations it thereunto moving, hath revoked, recalled, countermanded and made void, and by these presents do revoke, recall, countermand, and to all intents and purposes make null, void, and of none effect, the said recited writing or Letter of Attorney, and all powers and authorities therein and thereby given and granted, and all other matters and things therein or in any of them contained; and all acts, matters, and things whatsoever which shall or may be acted, done or performed, by virtue or means thereof, in any manner whatsoever.

In witness whereof the said Edgerton Coal Company hath caused these presents to be signed by its President, and its common or corporate seal to be hereunto affixed, duly attested by its Secretary, this fourteenth day of August, A. D. 1916.

THE EDGERTON COAL COMPANY,

By, F. H. Hemelright

President.

ATTEST:

W. W. Bingham

Secretary.

THE EDGERTON COAL COMPANY * SEAL * UNITED

STATE OF PENNSYLVANIA, }
COUNTY OF LACKAWANNA. } SS.

On the fifth day of ~~August~~ September, A. D., 1916, before me, the subscriber, a Notary Public in and for said County, duly commissioned and sworn, personally appeared the above named A. M. Bingham, Secretary of The Edgerton Coal Company, who being duly sworn according to law, says that he was personally present at the execution of the above and foregoing Revocation of the Letter of Attorney, and saw the common or corporate seal of the said Edgerton Coal Company duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said Edgerton Coal Company, that the Revocation was duly sealed and delivered by F. H. Hemelright, President of the said Edgerton Coal Company, as and for the act and deed of said Edgerton Coal Company for the uses and purposes therein mentioned, and that the names of this deponent as Secretary, and of F. H. Hemelright as President of said Edgerton Coal Company, subscribed to the

at the execution of the above and foregoing Revocation of the Letter of Attorney, and saw the common or corporate seal of the said Edgerton Coal Company duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said Edgerton Coal Company, that the Revocation was duly sealed and delivered by F. H. Hemelright, President of the said Edgerton Coal Company, as and for the act and deed of said Edgerton Coal Company for the uses and purposes therein mentioned, and that the names of this deponent as Secretary, and of F. H. Hemelright as President of said Edgerton Coal Company, subscribed to the above Revocation in attestation of its due execution and delivery are of their and each of their own proper and respective hand-writings.

Sworn and subscribed to before me, the day and year aforesaid.

Witness my hand and notarial seal.

Notary Public.

My commission expires January 5, 1919.

TEMENT

332

DEED

Margaret Richard &
Thomas Wister Varux

to

Theadore Mills

assinged to

Thos. Gillespie,

Filed Aug. 7. 1843

Fees
Tax 30
Recording &c 1,50
$2,00

Rec'd the above fees of
Thos Gillespie Aug 9/43
C. N. Potter

THIS INDENTURE,

Made the *fifty eth* day of *J*

and Thomas Wistar Vaux, of the City of Philadelphia, by th Attorney-in-fact, Gorden F. M
ding of Deeds in the County of Luzerne, of the first part, an *Theadore Mills of Car*
That the said parties of the first part, for and in consideration the sum of *two hundred d*
of the second part, at and before the ensealing and delivering hereof, the receipt whereof they do
administrators, by these presents have granted, bargained, sold, ened, enfeoffed, released and co
and to his heirs and assigns, all that certain lot, piece or

Beginning at a post the North west corner of this tract Thence
a post Thence by land contracted to David Kelly South forty
South forty five degrees West eighty three perches to a p
West sixty nine perches to the place of Beginning
being Lot No 33 of Georges Walters survey of the vaux lands a
Commonwealth of Pennsylvania by Patent bearing date the e
Patent Book No 25 page 224 for the consideration therein
tenants in common in fee and the said Sarannes Vaux Tan
and interest in the same hath descended to and became ves
to the grantors, The party of the first part reserves to the
said land with the right to dig mine and carry awa

NTURE,

Made the *thirteenth* day of *June* in the year of our Lord, one thousa

f the City of Philadelphia, by th Attorney-in-fact, Gorden F. Mason, duly constituted by letters of Attorney, dated
of Luzerne, of the first part, and *Theadore Mills of Carbondale township in Luzern county &*
rst part, for and in consideration the sum of *two hundred and fourteen dollars.* Dollar
ore the ensealing and delivering hereof, the receipt whereof they do hereby acknowledge, and thereof acquit and forever
nts have granted, bargained, sold, ened, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell,
all that certain lot, piece or parcel of **LAND**, lying and being in the township o

ost the North west corner of this tract Thence by the Coxsinghaw lands North fo
land contracted to David Kelay South forty five degrees East sixty nine p
degrees West eighty three perches to a post thence by land contracted
ne perches to the place of Beginning Containing thirty five acres o
of Georg Wathers survey of the vacant lands and Being part of a larger tra
Pennsylvania by Paul Lacing date the eighth day of May A D 1794. Recor
25 page 224 for the consideration therein mentioned granted to the said
in fee and the said Sarannah Paul Lacing since died intestate and wi
same hath descended to and became vested in the said Roberts Paul in
he party of the first part reserves to themselves their heirs executors a
the right to dig mine and carry away the same

tyeth day of June in the year of our Lord, one thousand eight hundre

th Attorney-in-fact, Gorden F. Mason, duly constituted by letters of Attorney, dated the 18th day
n Theadore Mills of Carbondale town ship Luzern County Pennsylva
n the sum of two hundred and fourteen dollars. Dollars, lawful money
ipt whereof, the receipt whereof they do hereby acknowledge, and thereof acquit and forever discharge the s
d, ened, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, re
lot, piece or parcel of LAND, lying and being in the township of Carbond

e of this tract Thence by the Coyne my now lands North forty five d
Kelly South forty five degrees East sixty nine perches to
three perches to a post thence by land contracted to Phili
ace of Beginning Containing thirty five acres one hund
ng of the four lands and Being part of a larger tract of lan
al bearing date the eighth day of May A D 1794. Enrolled in the
consideration therein mentioned granted to the said Roberts h
d Luzerne bout bearing since died intestate unmarried and
d to and became vested in the said Roberts that in fee and by
part reverts to themselves their heirs executors administra
ine and carry away the same

[Printed by E. S. Goodrich, Towanda, Bradford County, Pa.]

and forty-two between Margaret Vaux, Richard Vaux,

February, 1842, and recorded in the office for the Recor-
ir of the second part, WITNESSETH—
f the United States, to them in hand paid, by the part y
d part y of the second part, his heirs, executors, and
ease and confirm unto the said party of the second part,
l and bounded as follows, viz :—

nus East eighty three hundred to
North Nine by ot cro 3
. North forty five degrees
ed and twenty seven hundred
d ed Colerkell which the
Wells office of the said state in
ux and to Susanna Vaux as
without issue all the right title
a regular chain of conveyances down
ters or assigns all the minerals in

Together with all and singular, the rights, [p]erties, privileges, h
and profits thereof. And also, all the estate, right, title, inter[e]st, claim and deman
hereditaments and premises hereby granted or mentioned, or [i]ntended so to be, wit
of the second part, his heirs and assigns, forever. And [t]he said parties of th
second part, his heirs and assigns, that the above described p[re]mises, with the app
or persons, lawfully claiming, and to claim the same from [th]em or under

In witness whereof, the said parties of the first part, have hereunto set their hand

SEALED AND DELIVERED

IN PRESENCE OF

A. M. Crane

A. C. Ruiz

RECEIVED *the day of the date of the above*
of the above named Theane Mills

the full consideration money above mentioned.

Helen F. Moron

in fact for the gra

Together with all and singular, the rights, erties, privileges, hereditaments and appurtenance
l profits thereof. And also, all the estate, right, title, inter , claim and demand, whatsoever, of the said parti
reditaments and premises hereby granted or mentioned, or ended so to be, with the appurtenances, unto the
the second part, his heirs and assigns, forever. And e said parties of the first part, do for themselves,
ond part, his heirs and assigns, that the above described p nises, with the appurtenances, unto the said part
persons, lawfully claiming, and to claim the same from y or under them or their heirs

In witness whereof, the said parties of the first part, have hereunto set their hands and seals. Dated the day and year

SEALED AND DELIVERED
IN PRESENCE OF

M. Crane
Witness

RECEIVED *the day of t date of the above Indenture,*
of the above named Theane Mills

the full consideration mone above mentioned.

Gorden F. Maron Attorney
in fact for the grantors

Be it remembere
of Jones
before the subscrib
county, Gorden F.
named grantors, an
to be his act and de
ents therein named,
Witness my hand

ileges, hereditaments and appurtenance
l demand, whatsoever, of the said parti
be, with the appurtenances, unto the
ies of the first part, do for themselves,
the appurtenances, unto the said part
nder them or their he irs

eir hands and seals. Dated the day and

e above Indenture,
s

ioned.

Aaron Attorney

the grantors

whatsoever thereunto belonging, or in any wise appertaining, and the rever
of the first part, in law or equity, of, in, to or out of the same. TO H
d part of the second part, his heirs and assigns, to the only proper use
d their heirs, executors and administrators, promise, grant and agree, to and
of the second part, his heirs and assigns, they will warrant and forever de
or assigns

year first above written.

Mary

Richard

Thom

By thi

Gord

Be it remembere
of June
before the subscrib
county, Gorden F.
named grantors, an
to be his act and de
ents therein named,
Witness my han

Orleans County, ss.

I, that on this thirtieth day
A. D. 1842. personally came
r, a justice of the peace, in and for said
Mason, Attorney-in-fact for the above
acknowledged the foregoing Indenture
d, and the act and deed of his constitu-
with intent to be recorded as such.
and seal the date aforesaid.

Henry D. Ruggles [Seal]

Justice of the Peace,

ny wise appertaining, and the reversions and remainders, rents, issues
in, to or out of the same. **TO HAVE AND TO HOLD**, the said
and assigns, to the only proper use and behoof of the said part y
ors, promise, grant and agree, to and with the said part y of the
ns, they will warrant and forever defend against all and every person

Margaret Vaux

Richard Vaux

Thomas Wister Vaux.

By their Attorney in fact

Gordon H. Mason

Luzerne County, Ss

Recorded in the Office for recording of Deeds &c in
and for said County, in deed book No 40 page 193.
Witness my hand and Seal of Office this 7th day
of August A.D. 1843 Silas W. Potter
Recorder

Know all Men by these Presents that we David Liddell of Wayne County State of Ohio and Christian his wife for and in Consideration of the Sum of thirteen Hundred Dollars to us in hand paid ~~[illegible]~~ by Asahel Beardsley and Wm Root to James Russell his heirs and Assigns all our Right title interest and Claim to the within Indenture and Premises within mentioned and ascertained
In Witness whereof we have hereunto Set our
hands and Seals this 14th day of November AD 1855
Sealed and delivered in Presence of us
Asahel Beardsley
" William Root

David Liddell (Seal)
Christian Liddell (Seal)

Luzerne County
Carbondale City ss

(Seal) Before me the Subscriber one of the Aldermen in and for the City of Carbondale Penn. ally appeared the above named David Liddell of Wayne County State of Ohio and Christian his wife and in due form of Law acknowledged the above written Indenture or assignment to be their act and Deed and Owned the same might be recorded as Such. And the said Christian being of full age and Seperate and apart from her Said husband by me examined and the full Contents of the of the above writing being by me first made known to her did declare that She did Voluntarely of her own accord Sign Seal and deliver the above assignment without any Compulsion or Coarcion of her Said husband Signed Sealed and delivered at Carbondale City the 14th day of November AD 1855

William Root Alderman

TWELFTH. —
10,999
8,226
9,337
1,717
30,279
9,279 Banks and Leadi
States, more of
ER'S IN
American Inks combi
MONTREAL, CANA
st Award
ucilag
competition.
AL.
AL.
or Writing Inks
AL.
or Writing Inks
MEDAL
chteen countries,
the world, only
ARD.
ur entire exhibit
AL.
MEDAL.
in that year.
AL.
AL.
cilage, and the h
s, &c.
ven.
es.
f Writing Ink
ORLD'S FA
co.
z New York,

Suzzuno County, Sc

Recorded in the Office for recording of Deeds &c in
and for said County, in deed book No 40 page 193.
Witness my hand and seal of Office this 7th day
of August A.D. 1843 Chas W. Potter
Recorder

Know all Men by these Presents that we David Liddell of Wayne County State
of Ohio and Christian his wife for and in Consideration of the Sum of thirteen
Hundred Dollars to us in hand paid [illegible] acknowledged have granted bargained and sold and
to James Russell his heirs and assigns all our Right title interest and Claim to
the within Indenture and Premises within mentioned and appertained
In Witness whereof we have hereunto set our
hands and Seals this 14th day of November A.D 1855
Sealed and delivered in Presence of us

Alfred Hart
" William Root

David Liddell — Seal
Christian Liddell — Seal

INKS
10,99
8,25
9,33
1,7
30,27
Inks and Leadi
re of
Inks combi

Know all men by these presents - That we Theodore Mills of Carbondale, Luzerne County, Penna and Maria his Wife, for and in consideration of the sum of two hundred dollars lawful money of the United States to us in hand paid, do hereby assign, transfer, and set over to Michael Gillespie his heirs and assigns, all our right, title and interest to the within written indentures, and the premises within mentioned and described.

In witness whereof we have hereunto set our hands and seals this 18th day of February 1843.

Theodore Mills (Seal)

Maria Mills (Seal)

In presence of
Wm Crane
H. P. Ruesigue

Luzerne County ss.

The 18th day of February A.D. 1843.

Before the subscriber, one of the Justices of the Peace in and for said County, personally appeared the above named Theodore Mills and Maria his Wife, and in due form of law acknowledged the above written indentures, or assignment, to be their act and deed, and desired the same might be recorded as such. And the said Maria being of full age, & separate & apart from her said husband by me thereon privately examined and the full contents of the same writing being by me first made known unto her, she the said Maria did voluntarily and of her own free will and accord sign, seal, and as her act and deed deliver the above written indentures, assignments, or conveyance without any coercion, or compulsion of her said husband.

Witness my hand & seal, the day & year aforesaid

Henry P. Ruesigue (Seal)
Justice of the Peace

Coal Land papers

WHEREAS, James Russell in his life time took and held title in his name, but for the joint interest of himself and Thomas Gillispie, all the following described lands in the late township of Carbondale, now city and tonwship of Carbondale, Lackawanna County, Pennsylvania, being part of two tracts in the warrantee name of Henry Rider and Samuel Rider, bounded as follows : Beginning at a heap of stones for western corner of a tract of land in the warrantee name of Sarah Ryon; thence south forty-six degrees east sixty-seven rods to a hemlock, the common corner of tracts in the warrantee names of Henry Rider and Henry Ryon respectively; thence by the line between said last mentioned tracts south forty-four degrees west two hundred and fifty-six rods to a beech; thence by the lines between the tracts Henry Ryon and a tract in the warrantee name of Samuel Rider south forty-six and one-half degrees east nine and one-half rods to a hemlock, south forty-three and one-half degrees west seventy-seven and three-fourths rods to a beech, south forty-six degrees east fifty-two rods to a stone corner and south forty-four degrees west seventeen and one-half rods to a stake and stone corner of the Delaware and Hudson Canal Company; thence by said last mentioned lands north fifty-eight degrees west one hundred and thirty-seven rods to a beech, north eight degrees one hundred and one rods to a stone corner, north eighty-five and three fourths degrees east one hundred and

twenty-one rods to a stone corner, and north eight degrees east one hundred and twenty-six and one-half rods to a stone corner of lands of William Brennan; thence by said Brennan's land south eighty-one degrees east forty-six and seven-tenths rods to a stone and stake, and north nine degrees east one hundred and ten and eight-tenths rods to a stake and stone corner; thence by land of William Wurt south fifty-eight and one-half degrees east eighty-three and seven-tenths rods to a corner in line of said tract in warrantee name of Sarah Ryon; and thence along said last mentioned line south forty-four and one-half degrees west thirty-two and three-fourths rods to the place of beginning, containing two hundred and fifty-one acres one hundred and forty-seven perches.

AND WHEREAS, the said James Russell died on the 28th day of May, A.D. 1872, intestate, leaving to survive him a widow Margaret Russell, and the following children : James A. Russell, Margaret G. Jones intermarried with Samuel S. Jones, George B. Russell, John Russell, since deceased, who left to survive him Belle Russell, widow, and a minor child, James B. Russell; Nettie Russell, Jennie Russell and William Russell, the last two being still minors, without having made any provision for the conveyance to the said Thomas Gillispie of his undivided half interest in the lands aforesaid.

AND WHEREAS, the said Thomas Gillispie died on the

day of October, A.D. 1867, testate, and H. S. Pierce, John S. Law and Thomas Dickson were named in his will as executors.

AND WHEREAS, the said H. S. Pierce, John S. Law and Thomas Dickson, executors of Thomas Gillispie as aforesaid, advertised the undivided one-half of the lands above described, and sold the same at public sale on the 22nd day of March, 1875, at which sale J. B. Gillespie and James W. Gillespie became the purchasers, and the said executors made a deed therefor on the 15th day of February, 1877, which is recorded in the Recorder's office of Luzerne County in deed book 201, page 508, etc.

AND WHEREAS, the said John B. Gillespie, being vested with the title of the undivided one-quarter of the lands above described, became indebted, his interest in the lands above described was levied upon and sold by the Sheriff of Lackawanna county to W. J. Lewis and Fred. W. Gunster, on the 10th day of June, 1882, and a deed for the same was made and delivered on the 15th day of June, 1882, which deed is recorded in Lackawanna county, in deed book 12, page 299, etc.

AND THEREUPON the title of said lands is now vested in the following persons in the proportions named :-

William J. Lewis, one-eighth.

Fred. W. Gunster, one-eighth.

W. N. Eastabrook, one-fourth.

James A. Russell, one-fourteenth.

Margaret G. Jones, one-fourteenth.

George M. Russell, one-fourteenth.

Nettie L. Russell, one-fourteenth.

Jennie Russell, one-fourteenth.

William A. Russell, one-fourteenth.

James B. Russell, one -fourteenth.

The said seven-fourteenths interest last mentioned of the Russell heirs being subject to the dower interest of Margaret Russell, widow of James Russell, deceased; and the one-fourteenth of James B. Russell being further subject to the dower interest of Belle Russell, widow of John Russell, since deceased.

That James A. Russell has been appointed guardian of the said Jennie Russell, and George M. Russell has been appointed guardian of the said William A. Russell, and Sanford E. Wedeman has been appointed guardian of James B. Russell.

Now, this Indenture made this Thirtieth day of October A.D. 1888, by and between Margaret Russell, widow of James Russell, deceased, James A. Russell, Samuel S. Jones and Margaret G. Jones, his wife, Lydia Russell his wife George M. Russell and, Nettie L. Russell, Jennie Russell, by her guardian James A. Russell, and William A. Russell, by his guardian George M. Russell, Belle Russell, widow , and James B. Russell, son of John M. Russell, deceased, by his guardian Sanford E. Wedeman

parties of the first part, and The Hillside Coal & Iron Company, a corporation of the State of Pennsylvania, party of the second part hereto,

WITNESSETH : That the said parties of the first part for and in consideration of the rents, covenants and agreements hereinafter reserved and contained to be paid, kept and performed by the said party of the second part, have granted, leased, demised and to mine let, and by these presents do grant, lease, demise and to mine let unto the said party of the second part, all the merchantable coal in, under and upon the equal undivided one-half part of the foregoing described lot, piece or parcel of land.

The interest of the said parties of the first part hereby leased being the equal undivided one-half part of said land above described. With the right to the party of the second part to enter into and upon said land and to mine, take and remove the same for their own use and benefit; also with the right to use and occupy so much of the surface of said land as shall or may be necessary for said mining purposes, depositing culm or waste of any kind, planes, openings and shafts, mine roads, branch roads, tracks and such other structures or erections as shall or may be required in said mining operations. Said land after the party of the second part shall

cease to use the same for the purposes of mining the same shall revert to the parties of the first part.

TO HAVE AND TO HOLD all the said merchantable coal in, under and upon the said land, and to use, occupy and enjoy all the rights, liberties and privileges hereinbefore and hereinafter mentioned and granted, and the necessary incidents thereto unto the said Hillside Coal & Iron Company, their successors and assigns, until the exhaustion of all the merchantable coal, yielding and paying therefor unto said lessors, their heirs, executors, administrators or assigns, the rents and royalties hereinafter stipulated to be paid by said second party hereto.

And the said party of the second part in consideration of the aforesaid lease, grant and demise doth hereby covenant and agree with the said parties of the first part, that it, the said party of the second part, will enter in and upon the said lands, mine and take therefrom all the coal which by energetic prosecution of said business they can practicably and safely mine and take that is of as good quality and that can be mined and prepared for market at not exceeding the cost of the average of coal mined in said Carbondale City and Township; and the party of the second part shall not be liable for any injury caused or damage done to the surface of said land or any improvements that may be put thereon; and it further covenants and agrees to pay to the said parties of the

first part at the prices hereinafter mentioned, unless excused from such payment by the provisions hereinafter contained for one-half the rent or royalty on at least Twenty Thousand (20,000) tons during the first year of this agreement whether mined or not. Said year to commence on the date hereof, and in each year thereafter not less than thirty thousand (30,000) tons of said coal whether mined or not; any coal not mined but paid for as herein provided shall be at the rate of thirty (30) cents per ton.

Provided that any tonnage paid for in any year and not mined shall and may be mined at the pleasure of the second party hereto.

The said royalty or rental to be paid in equal monthly installments, and any coal mined in any month in excess of its proportionate part of the yearly tonnage herein provided for (unless the said party of the second part has paid for more coal than has at that time been mined) shall be paid for on the time herein provided for the payment of monthly royalty or rent.

And the said parties to this Indenture do hereby further covenant and agree each to and with the other as follows viz :-

FIRST, That the said party of the second part from and after the execution of this agreement shall and will on the Twentieth day of each month pay to the said parties of the

first part for the undivided one-half of all the merchantable coal mined during the preceding month if the same exceeds the tonnage above provided for, otherwise on the basis of the minimum tonnage, except only so much thereof as may be necessarily used in the mining and preparing said coal; culm to be used when practicable; and for all coal above and including the size called chestnut the sum of thirty (30) cents shall be paid for each ton of twenty-two hundred and forty (2240) pounds of cleaned and prepared coal. The term chestnut coal is intended to include all coal that will pass over a screen of three-fourths (3/4) of an inch mesh; and for all pea coal, that will pass through a screen of three-quarter (3/4) mesh, and not pass through a screen of one-half (1/2) inch mesh, the sum of fifteen (15) cents per ton as aforesaid. And for all coal smaller than pea coal six (6) per cent of the market price of such coal at tide-water as determined by the sales of the Delaware & Hudson Canal Company and the Delaware, Lackawanna & Western Railroad Company for the time then being.

The coal mined from this land shall not be run through the breaker more than once and no more small coal shall be produced than is the average production of other mines and breakers in the same vicinity.

SECOND. That should serious faults occur in the mines upon said property, or the buildings or structures necessary to the

handling and preparing said coal or the transportation thereof to market, be burned, or destroyed, or should strikes occur so as to prevent the said party of the second part from mining, preparing or having transported the quantity of coal heretofore agreed to be paid for annually, the said party of the second part shall to the extent that they are thus prevented be relieved from mining or paying for the aforesaid stipulated quantity, but they shall use all reasonable exertions to remove said obstacles and difficulties, and in order to prevent and put an end to strikes among employes, they shall offer to pay the same wages for like services in the same vicinity.

THIRD, The weight of the coal shall be ascertained from scales to be furnished by the party of the second part by its weighmaster, by it appointed and paid, at its breaker, (this being known as the shipping weight,) and an allowance shall be made for any snow and ice that may be on the cars and coal, and the fractional part of one hundred pounds in the weight of a car of coal shall not be counted, but the fractional part of one hundred pounds in the weight of the car in deducting the same from the gross weight shall be called one hundred pounds.

FOURTH. That the said parties of the first part by themselves or their agent or servant shall at all proper times have free access to the mines and the mining and shipping books, and weigh-master's books, of the party of the second

part, pertaining to the coal mined from the aforesaid premises, and any other necessary facilities for ascertaining the quantity of coal mined under this Indenture, and the said parties of the second part shall furnish a mining map at the end of six months, and each six months thereafter add to said map the workings of said mines, and shall furnish to the parties of the first part monthly statements of the quantity of coal mined during the preceding month.

FIFTH. Should any difference arise between the parties hereto or relating to or connected with the provisions of or the carrying out of this Indenture the same shall be referred to three (3) disinterested competent persons, of whom each party shall choose one, and the two so chosen shall choose the third, and a decision of a majority of them shall be final and conclusive.

SIXTH. The said parties of the first part hereby covenant and agree to pay all taxes levied upon the land and the party of the second part covenant and agree to pay all taxes of every kind and nature that may be levied, assessed or laid upon the coal conveyed hereby or any improvements they may put upon the land. Should the party of the second part fail to pay the rent or royalty aforesaid for two (2) months, or should fail to carry on mining operations, it shall be lawful to declare this lease void and thereupon to enter and take possession of the mines and improvements on the same without payment to the said party of the second part.

: Margaret Russell (SEAL)

: James A Russell (SEAL)

: David E. Jones (SEAL)

: Margaret E. Jones (SEAL)

: Geo M Russell (SEAL)

Lydie Russell (SEAL)

Stella L. Russell (SEAL)

Jennie Russell
by her Guardian
James A Russell (SEAL)

William A Russell
by for guardian
Geo M Russell (SEAL)

Belle Russell (SEAL)

James B. Brussell
by his gardian
Samford E. Wedeman Seal

STATE OF PENNSYLVANIA :
: S S.
COUNTY OF LACKAWANNA :

On the 30th day of October Anno Domini 1888,
before me, an Alderman in and for the City of
Carbondale in said County

personally appeared

Margaret Russell ,James A. Russell, Samuel S. Jones and Marga-
and Lydia Russell his wife
ret G. Jones his wife, George M. Russell, Nettie L.Russell

and Belle Rusell

and in dus form of law acknowledged the above Indenture to be their and each of their act and deed and desired that the same might be recorded as such and the said Margaret G.Jones and Lydia Russell

being of full age and seprate and apart from Their said husbands by me thereon privately examined and the full contents of the above Indenture being by me first made known unto them did thereupon declare and say that they did voluntarily and of their own free will and accord, sign, seal and as their act and deed deliver the above written Indenture, deed or conveyance without any coercion of their said husbands.

WITNESS my hand and seal of office the day and year aforesaid.

J G Thompson Ald (Seal)

STATE OF PENNSYLVANIA :
: S S.
COUNTY OF LACKAWANNA :

On the 30th day of October Anno Domini 1888, before me, an Alderman in and for the City of Carbondale in said County

personally appeared James A. Rusell, guardian of Jennie Rusell George H. Rusell guardian of William A. Rusell and in due form of law acknowledged the above Indenture to be their and each of their act and deed as such guardian and desired that the same might be recorded as such.

WITNESS MY hand and official seal the day and year aforesaid.

J. G. Thompson Ald

STATE OF PENNSYLVANIA :
: S S.
COUNTY OF LACKAWANNA. :

On the 30th day of October Anno Domini 1888, before me, an Alderman in and for the City of Carbondale in said County

personally appeared Sanford E. Wedeman guardian of James B Russell, and in due form of law acknowledged the above Indenture as such guardian to be his act and deed and desired the same might be recorded as such.

WITNESS my hand and official seal the day and year aforesaid.

J G Thompson Ald

State of Pennsylvania }
County of Lackawanna } SS

On the 30th day of October Anno Domini 1888. before me an Alderman in for the City of Carbondale in and for the said County personally appeard George M Russell Grandson of William A Russell

STATE OF PENNSYLVANIA :
COUNTY OF LACKAWANNA. : S S.

Be it remembered, That on the day of A. D. One thousand eight hundred and eighty-eight, before me, a in and for said county residing in the city of personally appeared President of The Hillside Coal and Iron Company, who being duly sworn saith, that he was personally present at the execution of the above Indenture, and that the above seal, purporting to be the seal of the said The Hillside Coal and Iron Company, which is affixed thereto and attested by their Secretary, is the common seal of the said The Hillside Coal and Iron Company, and that the above Indenture was duly sealed and delivered, by and as and for the act and deed of the said The Hillside Coal and Iron Company, for the uses and purposes therein mentioned, and that the name of this deponent subscribed to said Indenture as President of said Corporation, in attestation of the due execution and delivery of said Indenture, is in this deponent's proper handwriting.

Sworn and subscribed the : day and year aforesaid, before: me. :
Witness my hand and : seal. :

Vermetto Mart
with
Jas. Russell

Supplementary
Contract
Provide

"Exhibit B."
Martin R Kaps
Commissioner.

(13)

875
115
2525

4110.46
06
24662.76
4357.08

Pffs Ex No 2
Oct 8, 01.
Mc Glen

Whereas James Rupell has purchased the Contract of John Lee with L. J. Mintz for the unsold lands of Williams Mintz on the Henry & Samuel Rider lands in Carbondale township & has also purchased the right which Joseph Lee holds a Strip of Lands bounded N by Wm Brennan & said Lee has surrendered the said Contract that is hereby agreed that the entire lands owned by Williams Mintz Estate unsold two blocks not sold to Jos Hunter or laid out in City Lots or lots attached to the City or Village of Carbondale shall go with his Contract that is the Contract of the said John Lee assigned to said Rupell.

Carbondale Pike 11, 1863.

Witness
Agent for
L. J. Mintz

Memorandum of Articles of Agreement made and entered into this the second day of April Anno Domini One Thousand Eight Hundred and Fifty Six. Between Elizabeth Reilley of the City of Carbondale. County of Luzerne and State of Pennsylvania party of the one part. and James Russell of the Township of Fell County and State aforesaid party of the other part. Witnesseth as follows to wit. Whereas Michael Reilley Deceased. late Husband of said Elizabeth Reilley. and father of John F Reilley. died seized in his demesne as of fee of and in all that certain piece or parcel of land situate. lying and being in the Township of ~~Fell~~ Greenfield County and State aforesaid. and being bounded and described as follows to wit. Commencing at a Post in line of lands of P Horn and T. Mills. and running thence along line of lands late of T Mills. South forty six and one quarter degrees. West one Hundred and Forty Three Perches. to the Greenfield Road. thence along said Road South Eighty Five and one Half degrees East. Eighteen and Three ~~Hundredths~~ Tenths. perches to a post. thence North Forty Three and three fourths degrees West. Ten Perches to a post. Thence North Forty Six and one quarter degrees East. One Hundred and Fifty Six Perches to a post. Thence South Forty Three and Three Quarters degrees East. Twenty Four Perches to the place of beginning containing Twenty Two Acres and One Hundred and Thirty Eight perches be the same more or less. Leaving his said Wife as aforesaid and divers Children. of which said John F Reilley. was one.- and whereas by Will duly admitted to probate the said Michael Reilley. devised and bequeathed to the said John F Reilley his son as aforesaid the lot or tract of land as above described - and whereas the said John

in line of lands of P Horn and T. Mills. and running thence along line of lands late of T Mills. South forty six and one quarter degrees. West One Hundred and Forty Three Perches. to the Greenfield Road. thence along said Road South Eighty Five and one Half degrees East. Eighteen and Three ~~Hundredths~~ Tenths. perches to a post. thence North Forty Three and three fourths degrees West. Ten Perches to a post. Thence North Forty Six and one quarter degrees East. One Hundred and Fifty Six Perches to a post. Thence South Forty Three and Three Quarters degrees East. Twenty Four Perches to the place of beginning containing Twenty Two Acres and One Hundred and Thirty Eight perches be the same more or less. Leaving his said Wife as aforesaid and divers children. of which said John F Reilley. was one.- and whereas by Will duly admitted to probate the said Michael Reilley. devised and bequeathed to the said John F Reilley his son as aforesaid the lot or tract of land as above described - and whereas the said John F Reilley is a minor and will not arrive at his majority until the Twenty Third day of February - A D One Thousand Eight Hundred and Fifty nine and whereas the said Elizabeth and John F Reilley are desirous of selling and disposing of said land as above described Now therefore the said party of the first part for and in consideration of the covenants. promises. and agreements. to be made done and performed on the part and behalf of the said party of the second part. and of the sum of one dollar to her in hand paid. by the said party

of the first part. and the annual interest upon the purchase money and the sum of One Thousand Dollars. the purchase money to be paid in manner and form as hereinafter set forth. doth for for herself her heirs executors. and administrators. Covenant promise and agree. to and with the said party of the second part his heirs. and assigns that the said John F Reilley shall on or before the first day of April Anno Domini One Thousand Eight Hundred and Fifty Nine That is to say within Forty days after the said John F Reilley shall have arrived at his majority or the age of Twenty one years. or that in case of the death. that the heirs or legal representatives of said John F Reilley shall within Forty days after said Twenty Third day of February A.D One Thousand Eight Hundred and Fifty nine by good and sufficient deed of general warranty. well and sufficiently grant convey and assure unto the said party of the second part. as aforesaid all that before mentioned tract of land as before described. with the buildings improvements and appurtenances. whatsoever thereunto belonging or in anywise appertaining.

And the said party of the second part. in Consideration of the covenants premises and agreements to be made done and performed on the part and behalf of the said party of the first part. doth for himself his heirs Executors. and administrators. Covenant promise and agree to and with the said party of the first part heirs and assigns. that he will for and during the term of Three Years next ensuing the date hereof upon the first days of April in each year year. well and truly pay or cause to be paid unto the said party of the first part. the yearly interest upon the purchase money. to wit the sum of Sixty Dollars being interest upon said purchase money. and that upon delivery of deed in manner and form as aforesaid at time as aforesaid he will pay or cause to be paid to the said party of the first part. or to said John F Reilley the just and full sum of One Thousand Dollars. good and

shall within Forty days after said Twenty third day of February A.D one Thousand Eight Hundred and Fifty nine by good and sufficient deed of general warranty. well and sufficiently grant convey and assure unto the said party of the second part. as aforesaid all that before mentioned tract of land as before described. with the buildings improvements and appurtenances. whatsoever thereunto belonging or in any wise appertaining.

And the said party of the second part. in consideration of the covenants provises and agreements to be made done and performed on the part and behalf of the said party of the first part. doth for himself his heirs executors. and administrators. covenant provise and agree to and with the said party of the first part his heirs and assigns. that he will for and during the term of Three Years next ensuing the date hereof, upon the first days of April in each year year. well and truly pay or cause to be paid unto the said party of the first part. the yearly interest upon the purchase money. to wit the sum of Sixty Dollars being interest upon said purchase money. and that upon delivery of deed in manner and form as aforesaid at time as aforesaid he will pay or cause to be paid to the said party of the first part. or to said John F Reiley the just and full sum of One Thousand Dollars. good and lawful money. and for the better securing of said purchase money the same is placed in note signed by said Russell of even date herewith

In Witness whereof said parties have hereunto set their hands and seals this the day and year aforesaid

Signed & Sealed in presence of
word "Tenths" inserted in place of "Hundreds" before signing – also word "Greenville" in place of "Freedman" before signing

Witness. A. Grady

James Rapley [Seal]

[Seal]

Estate of
Thomas Gillespie
deceased

Exemplified Copy
of Petition for Deed
Acct of Trustee
& Decree of Court

22

Will of Thomas Gillespie probated 9th Nov'r 1867,

Same day Executors appointed as follows:- H. S. Pierce, John S. Law and Thomas Dickson.

Inventory filed 2nd Dec'r 1867.

Accounts filed 7th July 1869; final 8th June 1875.

Thomas Gillespie		Pet. for Guardian,	1868,	O.C. Dock.	9	page	261,
"	"	Guardian appointed	"	"	9	"	262
"	"	"	"	"	9	"	262
"	"	"	"	"	9	"	262
"	"	"	"	"	9	"	262
"	"	"	"	"	9	"	286
"	"	Account confirmed	1869	"	9	"	523
"	"	"	"	"	9	"	547
"	"	Auditor appointed	"	"	9	"	550
"	"	Auditor's report confirmed	1870	"	10	"	122
"	"	Report referred back,	"	"	10	"	139
"	"	Opinion of Court	1871	"	10	"	226
"	"	Executors Acc't	1869	Old Ac't "	5	"	508

"	"	"	"	"	"	"	9	"	286
"	"	Account	confirmed	1869	"	"	9	"	523
"	"	"	"	"	"	"	9	"	547
"	"	Auditor appointed		"	"	"	9	"	550
"	"	Auditor's report confirmed		1870	"	"	10	"	122
"	"	Report referred back,		"	"	"	10	"	139
"	"	Opinion of Court		1871	"	"	10	"	226
"	"	Executors Acc't		1869	Old Ac't	"	5	"	508
"	"	Auditor's report		1871	"	"	6	"	198

ESTATE OF

THOMAS GILLESPIE,

DECEASED.

Petition to make Deed of Real Estate.

To the Honorable D. L. Rhone, Judge of the Orphans' Court of Luzerne County.

The petition of John B. Gillespie and James W. Gillespie respectfully represents:

That Thomas Gillespie in his life time was seized and possessed of the euqitable title of in and to a certain tract of land described as follows, viz:- The undivided half interest in lands in Carbondale Township, now Carbondale City, and being part of two tracts of land in the warrantee names of Henry Rider and Samuel Ryder bounded as follows: Beginning at a heap of stones for western corner of a a tract of land in the warrantee name of Sarah Ryon, thence

in lands in Carbondale Township, now Carbondale City, and being part of two tracts of land in the warrantee names of Henry Rider and Samuel Ryder bounded as follows: Beginning at a heap of stones for western corner of a a tract of land in the warrantee name of Sarah Ryon, thence South 46 degrees east 67 rods to a hemlock, the common corner of tracts in the warrantee names of Henry Ryder and Henry Ryon respectively, thence by the line between said last mentioned tracts South 44 degrees West 256 rods to a beach; thence by the lines between the tracts Henry Ryon and a tract in warrantee name of Samuel Ryder South 46 1/2 degrees, east 9 1/2 rods to a hemlock, South 43 1/2 degrees West 77 3/4 rods to a beach, South 46 degrees east 52 rods to a stone corner, and south 44 degrees West 17 1/2 rods to a stake and stone corner of the Delaware and Hudson Canal Co.; thence by said last mentioned lands North 58 degrees West 137 rods to a beach North 8 degrees East 101 rods to a stone corner, North 85 3/4 degrees east 121 rods to a stone corner and North 8 degrees east 126 1/2 rods to a stone corner of lands of William Brennan; thence by said Brennan land South 81 degrees east 46 7/10 rods to a stake, and North 9 degrees East 110 8/10 rods to a stake and Stone corner; thence by land of Wm. Wurts, South 58 1/2 degrees east 83 7/10 rods to a corner in line of said tract in Warrantee name of Sarah Ryon, and thence alond said last mentioned

line South 44 1/2 degrees North 32 3/4 rods to the place of beginning, containing 251 acres 147 perches. That said Thomas Gillespie held said interest in the above described land by contract from James Russell dated February 22, 1867. That said Thomas Gillespie died on the day of A. D. 1867 leaving a will. That H. S. Pierce John Law and Thos. Dickson were named in his will as executors and acted as such. That said executors duly advertsied said tract of land at executor's sale (together with other tracts) and sold the same at the Wyoming House in the City of Scranton on the 22nd day of March A. D. 1875, at which sale your petitioners became the purchasers paying therefor the sum of one thousand seven hundred and twenty five dollars which purchase money has been paid by your petitioners to the executors aforesaid. That although said purchase money has been fully paid said executors have never made any deed to your petitioners and since such sale the said executors have settled their accounts and been discharged from their trust.

Your petitioners therefore pray that such action may be taken by this Honorable Court as shall be adequate and direct that a deed for the premises be executed and delivered by the said executors to your

executors aforesaid. That although said purchase money has been fully paid said executors have never made any deed to your petitioners and since such sale the said executors have settled their accounts and been discharged from their trust.

Your petitioners therefore pray that such action may be taken by this Honorable Court as shall be adequate and direct that a deed for the premises be executed and delivered by the said executors to your petitioners.

And as in duty bound we will ever pray etc.

John B. Gillespie

James W. Gillespie.

Now 15th May 1877, approved.

By the Court.

Now February 10th 1877, it appearing to the Court that due notice of the petition of the said J. B. Gillespie and J. W. Gillespie has been given to H. S. Pierce, Thomas Dickson and John S. Law, the discharged executors of the last Will and Testament of the said Thos. Gillespie, deceased, and the Court having fully considered the said petition and the facts, therein set forth in support of the same and by assent of the said H. S. Pierce, Thomas Dickson and John S. Law, and no sufficient cause being shown to the contrary do adjudge the said

facts to be sufficient and the said petitioners entitled to relief and appoint H. S. Pierce, Thomas Dickson and John S. Law as trustees and order and direct that the said trustees execute and deliver to the said J. B. Gillespie and J. W. Gillespie a proper conveyance for the land described in the said petition and in accordance with the terms of the sale of the same. By the Court.

To the Honorable D. L. Rhone, Judge of the Orphans' Court for the County of Luzerne, Pennsylvania,

We the undersigned Trustees appointed by this Honorable Court by an order made February 10th 1877, directing us as Trustees to make, execute and deliver to J. B. Gillespie and J. W. Gillespie a proper conveyance of certain land described in the within petition, Do hereby certify and return that in obedience to said order of Court we did on the Fifteenth day of February A. D. one thousand eight hundred and seventy seven, make, execute and deliver to J. B. Gillespie and J. W. Gillespie a sufficient deed of conveyance for all that parcel of land described in the petition hereto attached.

H. S. Pierce

this Honorable Court by an order made February 10th 1877, directing us as Trustees to make, execute and deliver to J. B. Gillespie and J. W. Gillespie a proper conveyance of certain land described in the within petition, Do hereby certify and return that in obedience to said order of Court we did on the Fifteenth day of February A. D. one thousand eight hundred and seventy seven, make, execute and deliver to J. B. Gillespie and J. W. Gillespie a sufficient deed of conveyance for all that parcel of land described in the petition hereto attached.

H. S. Pierce

Thomas Dickson

John S. Law

Trustees.

Now 15th May 1877, approved.

By the Court.

Commonwealth of Pennsylvania,
County of Luzerne. } ss.:

JOHN MAINWARING.

I .....

Register for the Probate of Wills, and granting Letters of Administration, and ex-officio Clerk of the Orphans' Court in and for the County of Luzerne, ***Do Certify,*** that the above and foregoing is a true, correct, and entire copy

of the Petition of John B. and James W. Gillespie praying that a deed be directed to be executed to them by estate of Thomas Gillespie dec'd, of fourth part of Trustees and Decree of the Court.

so full and entire as the same remains of record and on file in said office.

In Witness Whereof, I have hereunto set my hand and affixed the seal of Orphans Court, at Wilkes-Barre,

this 13 day of March, Anno Domini one thousand

~~eight~~ June hundred and ~~ninety~~ one (1901)

John Mainwaring

Register of Wills and ex-officio Clerk of the Orphans' Court.

Commonwealth of Pennsylvania,
County of Luzerne. } ss.:

I, ALFRED DARTE, President Judge of the Orphans' Court in and for the County of Luzerne, *Do Certify* that John Mainwaring by whom the annexed record, certificate and attestation were made, and who in his own proper handwriting has thereunto subscribed his name and affixed his official seal, was, at the time of so doing, and now is Register of Wills and ex-officio Clerk of the Orphans' Court in and for said county, duly commissioned and qualified; to all whose acts, as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere; and that said record, certificate and attestation are in due form of law, and made by the proper officer.

In Testimony Whereof, I have hereunto set my hand, this 13 day of March A. D. 1901.

Alfred Darte
President Judge.

DOCUMENTARY
STAMP

Commonwealth of Pennsylvania,
County of Luzerne, } ss.:

I JOHN MAINWARING.

Register of Wills and ex-officio Clerk of the Orphans' Court in said county of Luzerne, ***Do Certify*** that the Honorable ALFRED DARTE, by whom the foregoing certificate and attestation were made, and who has thereunto subscribed his name, was at the time of making thereof, and still is, President Judge of the Orphans' Court in and for said county, duly commissioned and qualified; to all whose acts, as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court at Wilkes-Barre, this 13 day of March, 1900.

John Mainwaring

Register of Wills and ex-officio Clerk of the Orphans' Court.

No 1391

Deed.

John N. Conyngham

To

Ethan A. Stone

Assigned to

James Russell

Filed Nov 16 65

Fees $1.00

Fees 1.62

Assignt. Filed Aug. 23rd 1869

Fees and Tax paid $1.25

Fees and Tax Paid
in full

O. H. Gray
Recorder

This Indenture,

Made the Twenty fou

eight hundred and Fifty (1850). BETWEEN John A. Cunningham Assignee of M

Meyert of Luzerne County Pennsylvania of the first part.

of the first part, and Ethan A. Stone of Luzerne County, Pennsylvania

of the first part, for and in consideration of the sum of One Hundred and Eighty ——— Dollars, lawful money of the

the ensealing and delivery hereof, the receipt whereof he do hereby acknowledge, and thereof acquit and forever discharge the said party

granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents **Do th grant, bargain, sell,** Enfeoff, rele

all that certain messuage or parcel of Land, lying and being in the township of Braintfield in the County of Luzerne

At a corner of land in possession of late M. Hayden. thence along said Haydens. line South fo

thence North thirty seven degrees West. fifty seven perches and six tenths of a perch to a

degrees East thirty one perches to a post on turnpike road, thence South thirty

thence along Spring run North twenty three degrees East twenty two perches and four tenths, thence N

nine degrees East sixteen perches, thence North twenty seven degrees East fifteen perches an

one half of a degree East fifty seven perches and nine tenths to the place of begin

be the same more or less. — Being part of a tract contracted to be sold to

TOGETHER with all and singular, the rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto belonging,

thereof. And also, all the estate, right, title, interest, claim, and demand whatsoever, of the said party of the first part, in law or equity of, in,

granted or mentioned, or intended so to be, with the appurtenances unto the said party of the second part, heirs and assigns, to the only pro

And the said party of the first part, for himself, his heirs, executors, administrators and assigns, all and singular, the hereditaments g

the said party of the first part, and his heirs and against all and every person and persons whomsoever lawfully claiming or to claim the

will **Warrant and forever defend** by these presents.

IN WITNESS WHEREOF, the said party ha th hereunto set his hand and seal by his Attorney in fact. ——— the day

SEALED AND DELIVERED }
IN PRESENCE OF }

E, Made the Twenty fourth day of April in the year of our Lord one thousand

M. Coupyham assignee of Redmond Coupyham, by his attorney in fact Michael

of the first part.

of the second part, **Witnesseth:** That the said party

Dollars, lawful money of the United States, to him in hand paid, by the party of the second part, at and before

eof acquit and forever discharge the said party of the second part, his heirs, executors and administrators, by these presents HATH

o th grant, bargain, sell, Enfeoff, release and confirm unto the said party of the second part, and to his heirs and assigns,

field in the County of Luzerne and State of Pennsylvania and bounded as follows, viz:—BEGINNING

y said Hayden's line South forty six degrees West Ninety six perches to a post in run.

hes and six tenths & perches to a post & stones near Spring run, thence North forty eight

e road, thence South thirty seven degrees East. sixteen perches to a post in Spring run

two perches and four tenths, thence North twenty seven degrees East Eight perches, thence North thirty

en degrees East. fifteen perches and four tenths, thence South forty three degrees and

ine tenths to the place of beginning, containing Thirty acres. Strict measure

contracted to be sold to Josiah Pell in 1841.

d appurtenances, whatsoever thereunto belonging, or in any wise appertaining: and the reversion and remainders, rents, issues, and profits

id party—of the first part, in law or equity of, in, to or out of the same. To have and to hold, the said hereditaments and premises hereby

the second part, heirs and assigns, to the only proper use and behoof of the said party— of the second part, his heirs and assigns forever.

and assigns, all and singular, the hereditaments granted the said party—of the second part his heirs and assigns, against him

TOGETHER with all and singular, the rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto belongi
thereof. And also, all the estate, right, title, interest, claim, and demand whatsoever, of the said party— of the first part, in law or equity of,
granted or mentioned, or intended so to be, with the appurtenances unto the said party— of the second part, heirs and assigns, to the only p

And the said party— of the first part, for himself, his heirs, executors, administrators and assigns, all and singular, the hereditament
the said party— of the first part,— and his heirs and against all and every person and persons whomsoever lawfully claiming or to claim t
will **Warrant and forever defend** by these presents.

IN WITNESS WHEREOF, the said party— ha— hereunto set his hand and seal by his Attorney in fact.— the d

SEALED AND DELIVERED }
IN PRESENCE OF }

H. H Finch

James H Phillips

appurtenances, whatsoever thereunto belonging, or in any wise appertaining: and the reversion and remainders, rents, issues, and profits
party— of the first part, in law or equity of, in, to or out of the same. To have and to hold, the said hereditaments and premises hereby
second part, heirs and assigns, to the only proper use and behoof of the said party— of the second part, his heirs and assigns forever.
assigns, all and singular, the hereditaments granted the said party— of the second part his heirs and assigns, against him
whomsoever lawfully claiming or to claim the same _____ _____ _____ shall and

Attorney in fact. _____ the day and year first above written.

John N. Conyngham Seal

By his attorney in fact

Michael Ringler Seal

State of Pennsylvania

Susquehanna County ss. — Before me a Justice of the Peace in and for said County personally came Michael Meyert attorney in fact of John N. Conyngham assignee of Redmond Conyngham the grantor within named, and in due form of law acknowledged the within Indenture as and for his free act and deed, and the free act and deed of his Constituent the said John N. Conyngham; and desired the same might be recorded as such according to law — In Witness Whereof I have hereunto set my hand and seal this twenty fifth day of April AD. 1850 —

Juman N. Phelps J. Peace [Seal]

Know all men by these presents that we E Than A Stone
of Lenoxdale in the township of Greenfield
County of Luzerne & State of Pennsylva for &
in consideration of two thousand Dollars lawful money
paid by James Rupell of Fell township, county & State
aforesaid do hereby assign and transfer to the said James
Rupell, his heirs and assigns, the within Indenture, and
do remise release and for ever quit claim all my estate, right
title and interest of in & to the lands and premises thereby described
and conveyed to me.

To have and to hold the same unto the said James
Rupell his heirs and assigns, free and clear of, and
from me, my heirs, and all persons claiming
the same or any part thereof, shall and will
Warrant, and forever defend.



E A S
U. S.
Apl
3 1869

And I the wife of the said E Than A Stone, by these presents
do join in the conveyance and do hereby remise release
unto the said James Rupell his heirs and assigns
all my estate right title & interest whatsoever in Law
or Equity of in and to the within Indenture and
the Lands therein described with all my right
of Dower — In witness whereof we have hereunto set our hands
and seals, at Carbondale this third day of April A D 1869

Sealed & Delivered in the presence of } E Than A Stone and
City of Carbondale ss } Laura A Stone

3 1869

And I the wife of the said Ethan A Stone, by these presents do Join in the Conveyance and do hereby remise release unto the said James Rupp his heirs and assigns all my estate right title & interest whatsoever in Law or Equity of in and to the within Indenture and the Lands therein described with all my right of Dower — In witness whereof we have hereunto set our hands and seals, at Carbondale this third day of April A D 1869

Ethan A Stone [seal]

Lavinda by Stone her mk [seal]

Sealed & delivered in the presence of }
Chas. Wilson Witness }

City of Carbondale }

[seal] Be it remembered that on the 3rd day of April 1869 Ethan A Stone & Lavinda his wife appeared before me an Alderman in and for said City and severally acknowledged the above Assignment to be their act and deed, and desired it might be recorded as such, according to law. She the said Lavinda being of full age and separate from her husband, and by me examined, and on the made known the same unto her husband she did of her own free will and accord, without any coercion of her said husband. In witness my hand & seal the year & day above written

Chas. Wilson Alder

Luzerne County ss:

Recorded in the office for Recording of Deeds &c in said County in Deed Book No 71 page 314

Witness my hand and Seal of Office at Wilkesbarre This Sixteenth day of November Anno Domini One Thousand Eight hundred and fifty Seven (1857)

C. H. Hay Recorder

By Peter Hay

Luzerne County ss

Assignment recorded in the Office for recording
Deeds &c in & for said County in D. B. No 135 page 87 &c

Witness my hand & Official Seal at Wilkes
Barre Aug. 23rd A.D. 1869

Charles Ercalth
Recorder
per Schooley

Exemplification
of Deed

James Archbald Recd
to
Wm Wurts

9

W. W. Lathrop
Scranton

Fees 8[1]6

W. PUCKEY & BRO., BOOKSELLERS, STATIONERS &C
WILKES-BARRE, PA.

James Archbald & wife
to
William Mourts

This Indenture, made the twelfth day of September in the year of our Lord one thousand eight hundred and fifty-six between James Archbald of the City of Carbondale, in the County of Luzerne and State of Pennsylvania, and Sarah Augusta his wife, of one part, and William Mourts of the said City of the other part, Witnesseth, That the said James Archbald and Sarah Augusta his wife, party of the first part, for and in consideration of the sum of five thousand, seven hundred and forty-four dollars, lawful money of the United States of America, unto them

James Archbald and Sarah Augusta
his wife, party of thē first part, for and
in consideration of thē sum of five
thousand, seven hundred and forty-
four dollars, lawful money of thē
United States of America, unto thēm
well and truly paid by thē said
William Wurts, at and before thē
sealing and delivery of thēse presents,
thē receipt whereof is hereby acknowl-
edged, have granted, bargained, sold,
aliened, enfeoffed, released and con-
firmed, and by thēse presents do grant,
bargain, sell, alien, enfeoff, release and
confirm unto thē said William Wurts
his heirs and assigns, thōse certain
tracts, pieces or parcels of land, one
thereof situate and lying partly in

the said City of Carbondale, and partly in the township of Carbondale, in the said County of Luzerne, and bounded and described as follows, to wit:

Beginning at a hemlock, the west corner of a tract of land in warrantee name of George M. Kolleuback, a corner also of tract in warrantee name of Jacob Porter, thence North forty-four degrees east between said track one hundred and sixty-two rods to a post and stones in line of tract in warrantee name of Samuel Freeman; thence North forty-six degrees east eighteen and one half rods to a post and stones; the west corner of said tract, in warrantee name of Samuel

hundred and sixty-two rods to a post and stones in line of tract in warrantee name of Samuel Freeman; thence north forty-six degrees east eighteen and one half rods to a post and stones; thē west corner of said tract, in warrantee name of Samuel Freeman; thēnce along thē north-west line of thē same north forty-four degrees east two hundred and eighty-two rods and by thē same course further along thē line of tract in warrantee name of Samuel Ellis thirty-three rods, to thē east corner of tract in warrantee name of Oliver Porter; thēnce along thē north-eastern line of last mentioned tract north-

forty-five degrees west one hundred and ninety-nine and eight tenths of rods to thē middle of thē Carbondale

Porter; thence along the north-eastern
line of last mentioned tract north-
forty-five degrees west one hundred
and ninety-nine and eight tenths
of rods to the middle of the Carbondale
and Lackawanna turnpike road;
thence by said road the following
successive courses and distances,
to wit: South twenty-three and one-
half degrees West twenty rods, South-
thirty-seven degrees West forty rods,
South forty-seven degrees, west
fourteen rods, South thirty three and
one half degrees west twenty eight
rods, and South fifteen degrees, West
fourteen and three-fourths rods, thence
north eighty degrees west thirteen
and three fourths rods to a corner
in line of land of the Delaware and

rods, and South fifteen degrees, West fourteen and three-fourths rods, thence North eighty degrees West thirteen and three fourths rods to a corner in line of land of the Delaware and Hudson Canal Company; thence by line of said land the following eleven courses and distances successively, to wit: South fifty nine and one half degrees West fourteen rods to a post and stones, South three degrees West eleven rods to a hemlock, South twenty two degrees West eleven and one fourth rods to a post and stones, South four and one half degrees East sixteen rods to a hemlock, South twenty-eight and one half degrees, West

eleven and three fourths rods to a post and stones, thence South seventy five degrees west twenty-six rods, and south forty-four degrees west twenty-four rods to a hemlock, south seventy-six degrees west twelve rods south fifty degrees west fifty-seven rods to a hemlock, south two degrees east twelve and one half rods to a post and stones, and South forty degrees west twenty-one and three fourths rods to the line of tract in warrantee name of Jacob Porter; thence by said line last mentioned south forty-six degrees east fifty-five and one half rods to stones a corner of land of said company, thence along

rods to a hemlock, South two degrees
east twelve and one half rods to a
post and stones, and South forty
degrees west twenty-one and three-
fourths rods to the line of tract in
warrantee name of Jacob Porter;
thence by said line last mentioned
South forty-six degrees east fifty-five
and one half rods to stones a corner
of land of said company, thence along
the line of last mentioned land north-
forty-four degrees east fifty-eight
rods, thence by the same course along
line of land conveyed by said com-
pany to said William Work eight
rods to a stones corner, thence along
the last mentioned land and other
land of said Company south forty-six
degrees east sixty-five rods to the
Milford and Owego turnpike road,
thence along the Middle of said road

land of said Company south forty-six
degrees east sixty-five rods to the
Milford and Owego turnpike road,
thence along the middle of said road

south forty-four degrees west sixty-six
rods and continuing by the same course
thence one hundred and twenty-six
rods, over part of said tract in name
of Jacob Porter, to the south-west side
of said Company's Rail-road for empty
cart to Archbald; thence along said
Rail-road south fifteen and one fourth
degrees east thirty-one rods; thence
still over said tract in name of
Jacob Porter and over part of tract
in warrantee name of Henry Ryder,
south forty-four degrees west one
hundred and ninety rods to a post

iii warrantee name of Henry Ryder,
south forty-four degrees West one
hundred and ninety rods to a post
and stones corner, on land of said
Company; Thence by the line of said
Company's land and land sold by
said Company to said William Burk
south eight degrees West one hund-
red and ninety-six rods to a post
and stones, and South nine degrees
east sixteen rods and South six de-
grees West twenty-six rods, and
South thirty-five degrees West ten
rods, and South forty-four and one
half degrees West eleven rods and
South sixty-four degrees West forty-
four and one-half rods to the line of
tract of land iii warrantee name of

Samuel Ryder, thence along said line
south forty-six and one half degrees
east sixty-four and one half rods to
a beech corner of tract of land in
warrantee name of Henry Ryan, thence
along the line of said tract in name
of Henry Ryan north forty-four degrees
east two hundred and fifty-six
rods to a hemlock corner; thence by
the line of tract of land in name of
Sarah Ryan North forty-six degrees
west sixty-seven rods to a stones
corner; thence by the same tract north-
forty four and one half degrees east

Samuel Ryder, thence along said line
south forty-six and one half degrees
east sixty-four and one half rods to
a beech corner of tract of land in
warrantee name of Henry Ryan, thence
along the line of said tract in name
of Henry Ryan north forty-four degrees
east two hundred and fifty-six
rods to a hemlock corner; thence by
the line of tract of land in name of
Sarah Ryan North forty-six degrees
west sixty-seven rods to a stones
corner; thence by the same tract north-
forty four and one half degrees east
eighty and one fourth rods to the
south corner of land conveyed by said
party of the first part to George M.

east two hundred and fifty-six rods to a hemlock corner; thence by the line of tract of land in name of Sarah Ryan North forty-six degrees west sixty-seven rods to a stones corner; thence by the same tract north-forty four and one half degrees east eighty and one fourth rods to the south corner of land conveyed by said party of the first part to George M. Hollenback, thence by the last mentioned land north forty-four degrees west sixty-three and two-tenths rods to a hemlock corner, fifty feet from the said Company's Rail-road for empty cars to Archbald; thence north nineteen degrees east ten and one tenth rods; thence North thirteen degrees east twenty-one and six tenth rods, thence north forty-five and one half degrees

the said Company's Rail-road for empty cars to Archbald; thence North nineteen degrees east ten and one tenth rods; thence North thirteen degrees east twenty-one and six tenth rods, thence North forty five and one half degrees east seventeen and five tenths rods

to the line of tract of land in warrantee name of Jacob Porter, still fifty feet from said Rail-road; thence by the last mentioned tract of land north forty-six degrees west twelve feet to a corner of land conveyed by said party of the first part to Dilton Sparington, thirty-eight feet from said Rail-road, thence by the same land last mentioned, and land conveyed by said party of the first part to Isaac Decker,

of the first part to Dilton Marington,
thirty-eight feet from said Rail-road,
thence by the same land last men-
tioned, and land conveyed by said
party of the first part to Isaac Decker,
the following successive courses and
distances, to wit: North thirty-nine de-
grees east twenty-two and one-fourth
rods to a point still thirty-eight feet
from said Railroad, thence North-twenty
seven degrees east seven and one
seventh rods, North twelve degrees east
eight and one fourth rods, north two
and one-half degrees east seven and
eight-tenths rods, to a corner of land
now occupied by Barthlomew Morri-
son, thence by the last mentioned land
south forty three degrees east twenty-
one and seven tenths rods to a hem-

seven degrees east seven and one
seventh rods, north twelve degrees east
eight and one fourth rods, north two
and one-half degrees east seven and
eight-tenths rods, to a corner of land
now occupied by Barthōlomew Morri-
son, thēnce by thē last mentioned land
south forty three degrees east twenty-
one and seven tenthō rods to a hem-
lock corner of tract of land in war-
rantee name of George M. Hollenback,
thē place of beginning, containing
six hundred and seventy-eight and

one half acres more or less, and being
part of thre several tracts of land,
in warrantee names respectively of
Oliver Porter, Jacob Porter and Henry
Ryder, and being conveyed together
with other land, to the said James
Archbald, by the President Managers
and Company of the Delaware and
Hudson Canal Company, by deed bear-
ing date the twenty-seventh day of
December, Anno Domini, 1847, and by
the said James Archbald sold and
contracted to be conveyed to the said
William Wurts on the thirtieth day
of April Anno Domini, 1852, in pur-
suance of which said sale and
contract this present Indenture of

and Company of the Delaware and Hudson Canal Company, by deed bearing date the twenty-seventh day of December, Anno Domini, 1847, and by the said James Archbald sold and contracted to be conveyed to the said William Work on the thirtieth day of April Anno Domini, 1852, in pursuance of which said sale and contract this present Indenture of conveyance is made. (excepting and reserving the following pieces and parcels of land to wit: one piece of land about nine and one half acres, situated in said Carbondale township, being part of said tract in name of Oliver Porter, and lying on the easterly side of Inclined Plane number two of said Company's Rail Road to Honesdale, and adjoining the northwesterly side of said tract

of April Anno Domini, 1852, in pur-
suance of which said sale and
contract this present Indenture of
conveyance is made. (excepting and
reserving the following pieces and
parcels of land to wit: one piece of
land about nine and one half acres,
situated in said Carbondale town-
ship, being part of said tract in
name of Oliver Porter, and lying on
the easterly side of Inclined Plane
number two of said Company's Rail
Road to Honesdale, and adjoining
the northwesterly side of said tract

in name of Samuel Freeman and
being conveyed together with about
one half acre of said Samuel Free-
man tract adjoining, by said party

the easterly side of Inclined Plane
number two of said Company's Rail
Road to Honesdale, and adjoining
the northwesterly side of said tract

in name of Samuel Freeman and
being conveyed together with about
one half acre of said Samuel Free-
man tract adjoining, by said party
of the first part to James White Jun.
by deed dated the eleventh day of
December, Anno Domini, 1854; also one
other piece of land situated in said
township of Carbondale, and adjoining
the last described piece of land on the
northeast, containing five and one-
fourth acres and conveyed to James
White Senr. by the said party of the
first part, by deed, dated on or about

first part, by deed, dated on or about
the thirty first day of May, Anno
Domini 1856; also one other piece of
land containing one hundred and
twenty-four acres and eighty-five
perches, situated in said township
of Carbondale, and being part of said
tract in name of Oliver Porter and
adjoining tract of land in warrantee
name of Walter Porter, and being con-
veyed by said party of the first part
to William Woodman, by deed dated
the fourteenth day of December, Anno
Domini 1855, Also one other piece of
land containing four acres and one
hundred and twenty-four perches,

situated in the said City of Carbon-
dale, adjoining the north-east side
of the land of Charles P. Wurb, and
being part of said tract in warrante
name of Jacob Porter, and being con-
veyed by said party of the first part
to Ann E. Dart by deed dated the first
day of November, Anno Domini 1855;
also one other piece of land contain-
ing nine acres, and one hundred
and seven perches, adjoining said
land conveyed to Ann E. Dart being
situated in said City of Carbondale
and being part of said tract of land
in the warrantee name of Jacob Porter
and conveyed to Thomas Sweet by
said party of the first part by deed
dated the fifth day of August Anno
Domini 1851; also one other piece of

land conveyed to Ann E. Dart being situated in said City of Carbondale and being part of said tract of land in the warrantee name of Jacob Porter and conveyed to Thomas Sweet by said party of the first part by deed dated the fifth day of August Anno Domini 1851; also one other piece of land situated in the said township of Carbondale, and between the said Company's Railroad for empty cars to Archbald (and about thirty feet westerly from said Railroad) and South Archbald street, leading out from said City, and containing ten thousand square feet and being conveyed by said party of the first part

westerly from said Railroad) and South Archbald Street, leading out from said City, and containing ten thousand square feet and being conveyed by said party of the first part to John B. Millard by deed dated the thirtieth day of September, Anno Domini 1854, and being part of said tract in warrantee name of Henry Ryder; also two other pieces of land situated in the said township of Carbondale and being part of said tract in name of Henry Ryder; one of them containing eight thousand square feet, and adjoining said land conveyed to John B. Millard, on the north; and the other of them containing one hundred and four and nine tenths perches, and ad-

B. Millard on the South; and both of them being conveyed by the said party of the first part to John Hunter, by deed dated the twenty-fifth day of October, Anno Domini 1854; also one other piece of land containing about seven acres and twenty-four and seven-eighths perches more or less, being situated partly in the said township; but mostly in the said City of Carbondale, and being in the same proportion, part of said tract in name of Henry Ryder, but mostly a part of said tract in name of Jacob Porter, and lying between South Archbald

street and south High Street, on the west and a line thirty feet from and parallel with said Railroad on the east, and between the middle of Mechanic street, on the north and the north side of Cambria Street (as originally laid out but not opened) on the south, and being conveyed by said party of the first part, five acres and twenty four perches thereof to Philip Wilson by deed dated the twenty-third day of July Anno Domini, 1853 and the residue thereof to John Phillips, by deed dated the ninth day of February Anno Domini 1854; also, one other piece of land situated in the said township of Carbondale and close to the line

deed dated the ninth day of February
Anno Domini 1854; also, one other piece
of land situated in the said township
of Carbondale and close to the line
of the said city of Carbondale, and
being known as lots numbers eleven
and twelve on South Park Street; and
bounded on the east by South High
street, and on the west by South Park
street, and being one hundred and
twenty feet by one hundred and fifty
feet in dimensions and containing
eighteen thousand square feet, and
being conveyed by the said party of the
first part to William Moffirt by deed

twenty feet by one hundred and fifty feet in dimensions and containing eighteen thousand square feet, and being conveyed by the said party of the first part to William Moffitt by deed dated the twenty eighth day of September, Anno Domini 1855; also, one other piece of land, part of said tract in name of Oliver Porter, situated in said township of Carbondale, and bounded and described as follows to wit: Beginning at a point in the Milford and Owego Turnpike Road Five and three fourths rods from the eastern corner and upon the southeastern line of said tract in name of Oliver Porter, thence by said turnpike road north seventy-two degrees west nine and seven tenths rods, and

eastern corner and upon the south-
eastern line of said tract in name
of Oliver Porter, thence by said turn-
pike road north seventy-two degrees
west nine and seven tenths rods, and
south seventy and one fourth degrees
west eight and seven tenths rods,
thence by land occupied by John Godding
south eighty-three and the half degrees
west fourteen and three fourths rods,
and south sixty-seven and three
fourths degrees west nine and one fourth
rods to a beech, thence south fifty-six
and one fourth degrees west seventy
six and one fourth rods, thence south-
sixty four degrees west twenty two
and six tenths rods, thence south-
forty seven and one half degrees east
twenty-one rods to the line of said land

and south sixty-seven and three
fourths degrees west nine and one fourth
rods to a beech, thence south fifty-six
and one fourth degrees west seventy
six and one fourth rods, thence south-
sixty four degrees west twenty two
and six tenths rods, thence south-
forty seven and one half degrees east
twenty-one rods to the line of said land
conveyed to James White junr.; thence

north thirty-eight and one half de-
grees east forty-four and one fourth
rods, thence north sixty-four degrees
east twenty eight rods, thence north
fifty-seven degrees east twenty-six
and one-half rods, thence north se-
venty-three and one half degrees
east twelve and nine tenths rods
to said township road; thence south
forty six degrees east twelve rods
to said line of tract in name of Oliver
Porter, and thence by said line north
forty-four degrees east nineteen and
two tenths rods to the beginning, and
containing seven acres and seventy-
three perches more or less; also one
other piece of land, situate in said
City of Carbondale in the first ward,

two tenths rods to the beginning, and containing seven acres and seventy-three perches more or less; also one other piece of land, situate in said City of Carbondale in the first ward, and bounded and described as follows: beginning at a stake on the banks made in grading for said Company's old inclined plane number two of Railroad to Honesdale, distant three and three tenth rods north forty-four degrees east from a corner of one of the range of half acre lots surveyed by E. W. Weston, southeasterly from Samuel Woods' dwelling house,

thence south forty-four degrees west seven and one half rods to a stake; thence north forty six degrees west sixteen rods to the line of said company's land on the Milford and Owego turnpike road; thence

to the line of said company's land on the Milford and Owego turnpike road; thence north forty four degrees east along said line seven & 1/2 rods, and thence south forty-six degrees east sixteen rods to the beginning, containing three fourths of an acre and being part of said tract of land in name of Oliver Porter, and excepting and reserving also further all of the land hereinbefore described and conveyed (not already hereinbefore excepted and reserved, that is occupied by the railroad of said Company as no constructed and used by them to thirty feet in width of the said land on each side of the middle of said road, (sixty feet entire width) and the appendages, fixtures and devices of whatsoever nature or kind pertaining to said Rail-road, and the land occupied by the canal or feeder conducting

no constructed and used by them to thirty feet in width of the said land on each side of the middle of said road, (sixty feet entire width) and the appendages, fixtures and devices of whatsoever nature or kind pertaining to said Rail-road, and the land occupied by the canal or feeder conducting the water from Racket Brook to the said Company's Reservoir now used by them for the supply of water at the Engine House of said company at the Head of their inclined plane number one of

Rail-road to Honesdale, the said land
so occupied by the rail-road to sixty feet
in width, being estimated to contain
about fourteen and one fourth acres
more or less and the land so occupied
by the appendages, fixtures, and devices
aforesaid, and by the canal or feeder
aforesaid, about one acre and fifty per-
ches, together with all the right by and
on part of the Delaware and Hudson
Canal Company to use on said lands,
occupied as aforesaid, by said canal
and Reservoir and Railroad and ap-
pendages and devices the water of said
Racket Brook for the purposes of said
Railroad, and the supply of said Reser-
voir]. One other of the first above men-
tioned three certain pieces or parcels

by the appendages, fixtures, and devices aforesaid, and by the canal or feeder aforesaid, about one acre and fifty perches, together with all the right by and on part of the Delaware and Hudson Canal Company to use on said lands, occupied as aforesaid, by said canal and Reservoir and Railroad and appendages and devices the water of said Racket Brook for the purposes of said Railroad, and the supply of said Reservoir]. One other of the first above mentioned three certain pieces or parcels of track of land being situate in the

occupied as aforesaid, by said canal and Reservoir and Railroad and appendages and devices the water of said Racket Brook for the purposes of said Railroad, and the supply of said Reservoir]. One other of the first above mentioned three certain pieces or parcels of track of land being situate in the said township of Carbondale and bounded and described as follows to wit:
Beginning at a beech the westerly corner of said tract of land in warrantee name of Henry Ryon; thence along the line of the same south forty-six degrees east fifty-two rods to a stones corner of said tract, and south forty-four degrees west seventeen and one half rods to

a post and stones; thence north fifty-
eight degrees west one hundred and
thirty-seven rods to a beech, thence north-
eight degrees east fifty seven rods;
thence along land conveyed by said
company to said William Burk north-
seventy-two degrees east eighty seven
rods to a post and stones on line of
said tract in name of Samuel Ryder,
and thence along the same south-forty-
six and one half degrees east seventy-
four rods to the beginning, and con-
taining seventy-seven acres, more or-less

four rods to the beginning, and con-
taining seventy-seven acres, more or-less
and being part of said tract in war-
rantee name of Samuel Ryder, and the
remaining one other of said first above
mentioned three certain tracts, pieces or
parcels of land being situate in the
said township of Carbondale and bounded
and described as per conveyance thereof
by George F. Knapp and wife to James
Archbald, as follows, to wit: Beginning
at a Beech corner; thence by land in the
warrantee name of Roger Ellis north
forty-four degrees east two hundred
and eighty seven rods to a post; thence
by tracts of land in warrantee names
respectively of Solomon Ellis and Samuel
Ellis north forty-six degrees west two

hundred and sixty rods to a post; thence by land in warrantee name of Oliver Porter south forty four degrees west two hundred and eighty seven rods to a hemlock; and thence south forty six degrees east two hundred and sixty rods to the beginning, containing four hundred and sixty acres more or less, and being tract of land surv- in warrantee name of Samuel Freeman, and patented to William Russell by the Commonwealth of Pennsylvania, by Patent dated 14th May, A.D. 1795 and Recorded in the Rolls office for the State of Pennsylvania, in Patent Book number twenty-six page 134 [saving excepting reserving all the coal upon the last above described and granted tract of land, subject however, thereto to all the

and patented to William Russell by the Commonwealth of Pennsylvania, by Patent dated 14th May, A.D. 1795 and Recorded in the Rolls office for the State of Pennsylvania, in Patent Book number twenty-six page 134 [saving excepting reserving all the coal upon the last above described and granted tract of land, subject, however, thereiu to all the right and privileges in regard thereto, to be had, exercised & enjoyed by the said William Wurts, his heirs & assigns that are expressed and annexed to such reservation and exception in and by the deed of conveyance of the said tract by said George F. Knapp to James Archbald, dated 1st. August A.D. 1844 and recorded in said office for recording of

Deeds &c. in Deed Book Number 41 page 261 &c. excepting and reserving also out of said tract the rights and privileges conveyed by said party of the first part unto the President, Managers, and Company of the Delaware and Hudson Canal Company, by deed dated 1st January, A.D. 1848, and recorded in the office last mentioned in deed book number 46, page 141 &c, all of which in regard to the said coal and in regard to the said rights and privileges respectively, will by reference to the two last mentioned deeds

pany of the Delaware and Hudson Canal Company, by deed dated 1st: January, A.D. 1848, and recorded in the office last mentioned in deed book number 46, page 141 &c, all of which in regard to the said coal and in regard to the said rights and privileges respectively, will by reference to the two last mentioned deeds particularly and fully appear; and excepting and reserving also the following mentioned pieces or parcels of land, parts of said last mentioned tract of land to wit: one of said pieces or parcels of land containing about one half of an acre more or less, and con-

tract of land to wit: one of said pieces or parcels of land containing about one half of an acre more or less, and conveyed by said party of the first part to James White junr. (with other land hereinbefore mentioned adjoining) by deed dated 11th December A.D. 1854, one other thereof containing one acre and one hundred and thirty-eight perches and conveyed by said party of the first part to Michael Murphy, by deed dated the 19th day of March A.D. 1854, and

one other thereof containing three and three-fourths acres, and one other thereof containing one acre and one hundred and three perches, and both of them conveyed by said party of the first part to Peter Loftis, by deed dated August 15th A.D. 1855, and one other thereof containing two acres and one hundred and thirty perches and conveyed by said party of the first part to Thomas Quigly, by deed dated 8th August 1855 and one other thereof bounded and described as follows, to wit: Beginning at a point on the side of said township road, distant eight and seven tenths

and one other thereof bounded and described as follows, to wit: Beginning at a point on the side of said township road, distant eight and seven tenths rods north seventy one degrees west from the western corner of the last mentioned piece or parcel of land, conveyed to Peter Loftes, thence along said turnpike road north twenty nine degrees west seven and one fourth rods north twenty-six degrees west eight and seven tenths rods and north eleven and three fourths degrees west eighteen and two tenths rods, thence south seventy-four degrees west ten and one fourth rods to a stones corner, thence South twelve and one-fourth

eighteen and two tenths rods, thence
South seventy-four degrees West ten
and one fourth rods to a stones corner,
thence South twelve and one-fourth

degrees East twenty-three rods to a
dead hemlock, thence south twenty-four
degrees east five and one half rods
to a post and stones and thence south-
eighty-three and one half degrees east
thirteen and three fourths rods to the
beginning containing two acres and
six perches; and one other thereof, bound-
ed and described as follows, to wit:
Beginning at a stones corner in the
north-eastern line of the tract two
and nine tenths rods from the eastern
corner thereof, thence south forty-four

Beginning at a stones corner in the north-easterne line of the tract two and nine tenths rods from the easterne corner thereof, thence south forty-four degrees west eight and two tenths rods; thence North forty six degrees west thirteen rods; thence North forty four degrees east eight and two-tenths rods, and thence along said line of the tract south forty-six degrees east thirteen rods to the beginning, containing one thousand and seven perches more or less. Together with all and singular the improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining, and the reversions and remainders, rents,

issues and profits, and all the estate right, title, interest, property, claim, and demand whatsoever of the said party of the first part, in law, equity, or otherwise, howsoever, of, in, and to the same and every part thereof (except as hereinbefore excepted and reserved). To have and to hold the said three certain tracts, pieces or parcels of land hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances (excepting as aforesaid excepted and reserved) unto the said William Wurts his heirs and assigns, to and for the only proper use and behoof of the said William Wurts, his heirs and assigns forever. And the

parcels of land hereditaments and
premises hereby granted or mentioned
and intended so to be, with the ap-
purtenances (excepting as aforesaid
excepted and reserved) unto the said
William Work his heirs and assigns,
to and for the only proper use and
behoof of the said William Work, his
heirs and assigns forever. And the
said James Archbald, for himself and
for his heirs, executors and administra-
tors, doth by these presents covenant,
grant and agree, to and with the said
William Work, his heirs and assigns,
that he the said James Archbald and
his heirs all and singular, the hereditа-
ments and premises herein above des-
cribed and granted, or mentioned and
intended so to be, with the appurtenances

cribed and granted, or mentioned and intended so to be, with the appurtenances

unto the said William Burk, his heirs and assigns, against them the said James Archbald and his heirs, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same or any part thereof by, through or under them, shall and will by these presents warrant and forever defend.

In witness whereof, the said parties to these presents have hereunto interchangeably set their hands and seals. Dated the day and year first above written.

to thēse presents have hereunto interchangeably set their hands and seals. Dated thē day and year first above written.

James Archbald (Seal)
Sarah Augusta Archbald (Seal)

Sealed and delivered in thē presence of us all written between Porter in 16th line and "thence" in 18th line of first page, and thē words "seven and one half" in 27th line 1st page, and "forty" in 3rd line 2d page and one and a half" 12th line 2nd page, and all of 18th line 2nd page and "and one half rods to" in 19th line 2nd page, and "forty in 14th line from foot 2d page, and all thē printed words in 3d page before thē 17th line of thāt page being all respectively cancelled, and thē word "West" in 3rd line 1st page

and from distant "distant" to "from" both inclusive, on 2d page, and "fifty seven rods," in 14th line from foot of 2d page, all being interlined before signing Also the words and figures "seven" in the 33d line from foot "seven & 1/2" in the 31st. line from foot, and "three fourths," in the 30th line from foot, each of 2d page being written upon erasures, and "& one half" in 33d line and "of an" in 30th line from foot of 2d page, each being interlined before signing.

James Archbald Jr.
William Root.

Received the day of the date of the within or aforegoing Indenture, of the within named William Root, five thousand

Received the day of the date of the within or aforegoing indenture, of the within named Wm Burk, five thousand seven hundred and forty-five dollars in full of the consideration or purchase money therein mentioned.

Witness } James Archbald.
Maurice Burk }

City of Carbondale ss:

On the twentieth day of December, Anno Domini, 1856, before me, the subscriber an alderman in and for the City of Carbondale, personally appeared the

an alderman in and for the City of Carbondale, personally appeared the

within named James Archbald and Sarah Augusta his wife, and in due form of law acknowledged the within or aforegoing Indenture to be their act and deed, and desired the same might be recorded as such. And the said Sarah Augusta being of full age, and by me examined separate and apart from her said husband and the contents of said Indenture being by me first made known to her, declared that she did voluntarily and of her own free will and accord, sign and seal, and as her act and deed deliver the said Indenture, without any

and of her own free will and accord,
sign and seal, and as her act and deed
deliver the said Indenture, without any
coercion or compulsion of her said
husband.

Witness my hand and seal the day
and year aforesaid.

William Root Alderman (L.S.)

Recorded Jan. 23- 1857.

Commonwealth of Pennsylvania,

LUZERNE COUNTY, } SS:

I, LELAND P. HOLCOMB, Recorder of Deeds, etc., in and for said County, do hereby certify the above and foregoing to be a true and correct copy of a Deed from James Archbald and Wife to William Wurts so full and complete as the same remains of record in Deed Book, No. 67 Page 375 in my office.

Commonwealth of Pennsylvania,

LUZERNE COUNTY, } SS:

I, LELAND P. HOLCOMB, Recorder of Deeds, etc., in and for said County, do hereby certify the above and foregoing to be a true and correct copy of a Deed from James Archbald and Wife to William Wurts so full and complete as the same remains of record in Deed Book, No. 67 Page 375 in my office.

WITNESS my hand and official seal at Wilkes-Barre, Pa., this Twenty first day of March 1901

L. P. Holcomb RECORDER.

10 TEN CENTS 10 — DOCUMENTARY

Luzerne County ss

Recorded In the Office for
Recording of Deeds &c - In and
for Said County - In Mortgage Book
No. 7 - Page 448 &c - Witness my hand
and Seal of Office at Wilkesbarre this first
Day of July Eighteen hundred and forty three

Isaac Bowman Recr

No 628

D E E D.

Jno N. Conyngham

Agnes & Edward Conyngham

to

Christian & David Liddell

Filed 20 April 1854

Tax	50
Fees	112
	$1 62

Received the above in full

Chas H. Hay

Recorder

DEED. Printed and Sold at the office of the "Bradford Reporter"—Towanda, Pa.

THIS INDENTURE,

Made the Eleventh day of July A. D.

one thousand eight hundred and fifty-three Between Silas M. Conyngham, Agness J. Redmond Conyngham late of Luzerne County deceased, by his Attorney in fact Michael Mayfield

of the first part, and Christian Liddell and David Liddell of Wayne County in the State of Ohio

of the second part, WITNESSETH—That the said part y of the first part, for and in consideration of the sum of Three Hundred and Ninety Dollars, lawful money of the United States, to him in hand paid by the said part y of the second part, at or before the ensealing or delivering hereof, the receipt whereof he do ith hereby acknowledge, and thereof acquit and forever discharge the said part y of the second part, his heirs, executors, and administrators, by these presents; have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents do th grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said part y of the second part, and to his heirs and assigns, all that certain One Hundred Thousand Acres Lot, Piece or Parcel of Land, lying and being in the Township of Greenfield & Jabondale Luzerne County and bounded as follows, viz:—

Beginning in the Centre of the Carbondale Road the South corner of lot conveyed to Michael Reiley and in line of Stephen Whitmore's land, thence along lot conveyed to said Reiley North forty six degrees and one fourth East one Hundred and forty three perches to East corner of said Reiley lot, thence along line of lot conveyed to Betsey Kenyon late Horn, South forty three degrees and three fourths East Ninety Eight perches to post and stones in warrant line, thence South forty six degrees and one fourth West Eighty perches to the Carbondale road, thence along the various courses and distances of said road, being by lines of land conveyed to Silas Phillips and Stephen Whitmore, in a westerly dir-

beyd to Michael Reiley and in line of Stephen Whitmore's land, thence along lst conveyed to said Reiley North forty six degrees and one fourth East one hundred and forty three perches to East corner of said Reiley lst, thence along line of lst conveyed to Betsey Kenyon late Horn, South forty three degrees and three fourths East Ninety Eight perches to post and Stones in Warrant line, thence South forty six degrees and one fourth West Eighty perches to the Jacksonville road, thence along the various courses and distances of said road, being by lines of land Conveyed to Silas Phillips and Stephen Whitmore, in a Westerly direction to the place of beginning, Containing Sixty Ninety two perches strict measure be the same more or less. Being part of a larger tract of land in the warrantee name of Samuel Steadman Numbered twenty Seven (27) — Being the same lot of land contracted to be sold by the party of the first part to Theodore Mills on the 26th day of July A.D. 1841, who assigned his interest to Michael Gillespie on the 18th day of February A.D. 1843, whose interest by Will duly Registered in Fayette County on the 16th day of October 1843, became vested in Christian Rupell who inter married with David Liddell, the parties of the second part hereto.

TOGETHER WITH ALL AND SINGULAR, the rights, liberties, privileges, hereditaments, and appurtenances, whatsoever thereunto belonging, or in any wise appertaining; and the reversions and remainders, rents, issues and profits thereof. And also, all the estate, right, title, interest, claim and demand whatsoever, of the said part y of the first part, in law or equity of, in, to, or out of the same. TO HAVE AND TO HOLD, the said hereditaments and premises, hereby granted or mentioned or intended so to be, with the appurtenances unto the said part y of the second part, their heirs and assigns, to the only proper use and behoof of the said part y of the second part, their heirs and assigns forever. And the said part y of the first part, do th for themselves and heirs, executors, and administrators, promise and agree, to and with the said part y of the second part, their heirs and assigns, that the above described premises, with the appurtenances, unto the said part y of the second part their heirs and assigns, and against all or any person or persons, lawfully claiming, or to claim the same, shall and WILL WARRANT AND FOREVER DEFEND, by these presents.

of July A.D. 1841, who assigned his interest to Michael Gillespie on the 18th day of February A.D. 1843, whose interest by Will duly Registered in Luzerne County on the 16th day of October 1843, became vested in Christian Rupsell who inter-married with David Liddell, the parties of the second part hereto.

TOGETHER WITH ALL AND SINGULAR, the rights, liberties, privileges, hereditaments, and appurtenances, whatsoever thereunto belonging, or in any wise appertaining; and the reversions and remainders, rents, issues and profits thereof. And also, all the estate, right, title, interest, claim and demand whatsoever, of the said party of the first part, in law or equity of, in, to, or out of the same. TO HAVE AND TO HOLD, the said hereditaments and premises, hereby granted or mentioned or intended so to be, with the appurtenances unto the said party of the second part, their heirs and assigns, to the only proper use and behoof of the said party of the second part, their heirs and assigns forever. And the said party of the first part, doth for himself and heirs, executors, and administrators, promise and agree, to and with the said party of the second part, their heirs and assigns, that the above described premises, with the appurtenances, unto the said party of the second part their heirs and assigns, and against all or any person or persons, lawfully claiming, or to claim the same, shall and WILL WARRANT AND FOREVER DEFEND, by these presents.

In Witness Whereof, the said party of the first part, hath hereunto set his hand and seal, the day and year first above written.

SEALED AND DELIVERED
IN PRESENCE OF

George Perkins
Lewis. Peghe.

Jno. N. Conyngham (L.S.)
By his attorney in fact
Michael Meylert (L.S.)

City of Carbondale
Luzerne County, ss.

Before the subscriber, one of the ~~Justices of the Peace~~ Aldermen of the City, in and for said county, personally appeared MICHAEL MEYLERT, and in due form of law acknowledged the foregoing Indenture to be his free act and deed, and also the free act and deed of his constituent, the grantor therein named, for the purposes therein contained. Witness my hand and seal, the Eleventh day of July A. D. 1853.

Lewis. Peghe. Alderman. (Seal)

Know all men by these Presents that we David Liddell of Wayne County State of Ohio & Christiana his wife for and in Consideration of Six Hundred Dollars to us in hand paid Do Hereby assigns transfer and Set over to James Purpell his heirs and assigns all our Right title and interest to the within indenture and the Premises within mentioned and appertained

In Witness whereof we have hereunto set our hands and Seals this 14th day of November AD 1855 In Presents of us

Alfred Card

" William Root

David Liddell
Christian Liddell

Luzerne County
Carbondale City ss

Before me the Subscriber one of the Aldermen in and for the said City Personally Came the above named David Liddell & Christiana his wife and in due form of Law acknowledged the above assignment or Indenture to be their act and Deed and Desired the same might be recorded as such. And the said Christiana being of full age and Seperate and apart from her said husband by me thereon examined and the full Contents of the above writing being by me first made known unto her did declare and Say that she did Voluntarily and of her own free will and accord Sign Seal and deliver the above assignment without any fear or Compulsion of her said husband. Witness my hand and Seal at Carbondale City this 14th day of November AD 1855

William Root Alderman

Luzerne County ss.

Recorded in Recorders office in said County in deed Book. No. 56. page. 224 &c
Witness my hand and official Seal at Wilkes-barre. this 20. April, 1854

C. H. Hay. Recorder
By H. M. Hayt.

Deed

Geo. P. Steele

Shff. of Jefferson County

to

Michael Reilly

for 23 acres of land
situate in Grenfield & Canandaigua
townships, sold as the property
of Milton Hayden.

Nov Seventh, 1842

Consideration $ 60.00

Acknowledged in Open
Court Jan. 11th 1843

A. Bedford Pres.

Ent in Shff
Deed Book No
10 page 197.

TO ALL PERSONS TO WHOM T

I, George P. Steele *Sheriff of the County of Luzerne, in the*

WHEREAS, by a writ of Fieri Facias, bearing Teste at Wilkes-Barre, *twentieth* day of *N*

goods & Chattels, Lands & tenements of Milton Hayden late of said County Yeo
which Samuel Casey Esq. sued Theodore Mills, lately in the Court of Common Pleas
at four dollars twelve & a half Cents, which in the said Court were adjudged fo

And that I should have those monies before the Judges at Wilkes Barre at a Court of Common Pleas there to be held for the said County,

for *his* Debt and Damages aforesaid. And that I should have then there that writ. AT WHI

A certain tract of Land Situate in Carondale & Green
of Russel Bently & Philip Stone, on the West by Lands of
by Lands of Theodore Mills, Containing twenty three a
acres of the same being under cultivation, late

which remained in my hands unsold for want of buyers; so that I could not have the monies in said writ mentioned, at the day and place therein contained, as by t

Inquisition it appears on the oaths and affirmations of the inquest therein named, that the rents, issues and profits of the messuage, &c., were *And that the defts. land pu* not of a clear yearly valu

Venditioni Exponas, issued out of the said Court, bearing teste at Wilkes Barre the *twelfth*

with the appurtenances, so by me seized and taken in execution, I should expose to sale.

Monday of *November* then next, to render to the said *Plaintiff*

the *Seventh* day of *November* expose the premises aforesaid to sale, by public vendue or outcry, and sold the same

he being the highest and best bidder, and that the highest and best price bidden f

to me in hand paid by the said *Michael Reilly*

directions of the said last recited writ, and by force and virtue thereof, DO grant, bargain and sell unto the said *Michael Reilly*

Together with all and singular the buildings, improvement

by land of Theodore Nicles. Containing twenty three a
acres of the same being under cultivation, late

which remained in my hands unsold for want of buyers; so that I could not have the monies in said writ mentioned, at the day and place therein contained, as by t
and that the defts. had pe
Inquisition it appears on the oaths and affirmations of the inquest therein named, that the rents, issues and profits of the messuage, &c., were not of a clear yearly val

Venditioni Exponas, issued out of the said Court, bearing teste at Wilkesbarre the twelfth

with the appurtenances, so by me seized and taken in execution, I should expose to sale.

Monday of November then next, to render to the said Plaintiff

the Seventh day of November expose the premises aforesaid to sale, by public vendue or outcry, and sold the same

he being the highest and best bidder, and that the highest and best price bidden f

to me in hand paid by the said Michael Reilly

directions of the said last recited writ, and by force and virtue thereof, DO grant, bargain and sell unto the said Michael Reilly

Together with all and singular the buildings, improvement

and also all the estate, right title, interest, property, claim and demand whatsoever of him the said Milton Hayden

Heirs and assigns to his and their only proper use and behoof forever;—for such estate and under such rents and conditions as the said Milt

according to the form and effect of the laws and usages of this Commonwealth in such case made and provided. IN WITNESS whereof, I, the said Sheriff, ha

forty two

SEALED AND DELIVERED IN PRESENCE OF

Joseph Steele Jr

C. Tuttle

Luzerne County, ss.

At a

of January

said County, came perso

deed, for the uses and pur

day and year aforesaid.

THESE PRESENTS SHALL COME.

Commonwealth of Pennsylvania, send GREETING—

April A D Eighteen hundred & forty two, I was Commanded, that of the
and I should Cause to be levied, as well a certain debt of Sixty dollars
of Luzerne County before the Judges at Wilkes Barre, Recovered Against him
damages which he sustained by occasion of the detention of that debt
the first Monday of August then next, to render to the said Plff

CH DAY, I the said Sheriff, made return to the Judges, that, by virtue of the said writ to me directed, I had seized and taken in execution

ds township Luzerne County, Bounded on the North by lands
of Josiah Pell, on the South by Stephen Whitman & on the East
ores More or less. with a log House thereon, about fifteen
the State of Milton Hayden in Said writ named &c

he said writ I was commanded: and that the residue of the execution of the said writ was contained in a certain schedule, thereunto annexed: by which schedule or
ue, sufficient beyond all reprises, within the space of seven years to satisfy the debt and damages in the said writ mentioned.—WHEREFORE, by a certain other writ of
day of September last past, I, the said Sheriff, was commanded that the said messuage & tract of Land
—And that I should have those monies before the said Judges at Wilkes. Barre at the Court of Common Pleas there to be held the first
for his debt and damages aforesaid.—In pursuance whereof, I, the said Sheriff, having, having given due and timely notice of the time and place of sale, DID, on
to Michael Reilly for the sum of Sixty dollars
of the same.—NOW KNOW YE, that I, the said Sheriff, for and in consideration of the aforesaid sum of Sixty dollars
at and before the ensealing and delivery hereof, the receipt whereof I do hereby acknowledge, have granted, bargained and sold, and by presents, according to the
Heirs and assigns, all that the said messuage & Tract of Land
s, rights, members and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof;
of, in, to or out of the same—To have and to hold the said messuage & Tract of Land

he said writ I was commanded: and that the residue of the execution of the said writ was contained in a certain schedule, thereunto annexed: by which schedule or
mission to retain possession of said premises at the valuation & that he has neglected to signify his willingness so to do
ne, sufficient beyond all reprises, within the space of seven years to satisfy the debt and damages in the said writ mentioned.—WHEREFORE, by a certain other writ of
day of September last past, I, the said Sheriff, was commanded that the said messuage & tract of land
—And that I should have those monies before the said Judges at Wilkes. Barre at the Court of Common Pleas there to be held the first
for his debt and damages aforesaid.—In pursuance whereof, I, the said Sheriff, having, having given due and timely notice of the time and place of sale, DID, on
to Michael Reilly for the sum of Sixty dollars
or the same.—NOW KNOW YE, that I, the said Sheriff, for and in consideration of the aforesaid sum of Sixty dollars
at and before the ensealing and delivery hereof, the receipt whereof I do hereby acknowledge, have granted, bargained and sold, and by presents, according to the
Heirs and assigns, all that the said messuage & Tract of Land
s, rights, members and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof;
of, in, to or out of the same—To have and to hold the said messuage & Tract of Land
hereditaments and premises, hereby granted or mentioned or intended so to be, with the appurtenances, unto the said Michael Reilly his
n Hayden had and held the same at and immediately before the taking thereof in execution,
e hereunto set my hand and seal.—Dated at Wilkes-Barre, the fourteenth day of November one thousand eight hundred and

Geo. P. Steele Sheriff [Seal.]

Court of Common Pleas, held at Wilkes-Barre, in and for the County of Luzerne, on the Eleventh day
A. D. one thousand eight hundred and forty three Geo P. Steele Esquire, Sheriff of
nally into Court and in open Court, in due form of Law, executed and acknowledged the foregoing instrument of writing as and for his act and
poses therein mentioned. IN TESTIMONY WHEREOF, I have hereunto signed my name and set the seal of said Court at Wilkes-Barre, the

A. Bedford Prot.
By Hughe Fell

Estate of

Wm Wurts, decd.

In the matter of Petition
of Lucretia J. Wurts
Guardian for authority
to make private sale
to James Russell

(15)

W. PUCKEY & BRO., BOOKSELLERS, STATIONERS &C.,
WILKES-BARRE, PA.

* Proceedings in the matter of the
Petition of Lucretia J. Wurts, guardian, for authority
to sell Real Estate of Lennis Pinsell

ESTATE OF #
#
WILLIAM WURTS, #
#
DECEASED. #

In the Orphans' Court

of Luzerne County.

(Docket Entries – Docket 8 pp 505 & 561)

The petition of Lucretia J. Wurts, Guardian of Eliza A. Williams A. and Frederick H. Wurts, minor children of William Wurts, late of the City of Carbondale deceased, and of said petitioner, respectfully represents,

That the said William Wurts departed this life in the year 1858 seized in fee of a piece or parcel of land situate and and lying in the City of Carbondale, Luzerne County, Penn'a, bounded and described as follows, viz:

BEGINNING at a stone's corner, the western corner of a tract in the warrantee name of Sarah Ryon, thence by said tract South forty six degrees East sixty seven rods to a hemlock corner, thence by land in the warrantee name of Henry Ryon, South forty four degrees West two hundred and fifty six rods to a beach, South forty six and a half de-

Commonwealth of Pennsylvania,

LUZERNE COUNTY, } SS:

I, LELAND P. HOLCOMB, Recorder of Deeds, etc., in and for said County, do hereby certify the above and foregoing to be a true and correct copy of a Deed from James Archbald and Wife to William Wurts so full and complete as the same remains of record in Deed Book, No. 67 Page 375 in my office.

WITNESS my hand and official seal at Wilkes-Barre, Pa., this Twenty first day of March 1901

L. P. Holcomb RECORDER.

10 TEN CENTS 10 — DOCUMENTARY

Commonwealth of Pennsylvania, } ss:
COUNTY OF LUZERNE.

I, ~~STANLEY WOODWARD~~ John Lynch, President Judge of the Courts of Common Pleas, and Court of Quarter Sessionsof the Peace, &c., in and for the County of Luzerne, TO CERTIFY, that Leland P. Holcomb

by whom the annexed record, certificate and attestation were made, and who in his own proper handwriting has thereunto subscribed his name and affixed his official seal, was, at the time of so doing, and now is, Recorder of Deeds

in and for said County, duly commissioned and qualified; to all whose acts, as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere; and that said record, certificate and attestation are in due form of law, and made by the proper officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 28th day of March A. D. ~~18~~ 1901

John Lynch.

PRESIDENT JUDGE.

10 TEN CENTS 10 UNITED STATES INTERNAL REVENUE SERIES OF 1898. DOCUMENTARY.

1841 July 24th

No 1617

Deed

John N. Conyngham

to

John Phillips

6 acres 144 perches

4 V X

Filed 1. Nov 1843

Fees & Tax $2.30c

paid

Tax 30

Fees 8 7½

1.37½

Paid in full

Chas H Dewey Recorder

By S Longstreet

This Indenture, MADE THE Twenty Fifth

eight hundred and Forty One **BETWEEN** John N. Conyngham

assignee of Reuben Conyngham

Pennsylvania, by his Attorney S. Meylert of Bridgewater, Susquehanna

Phillips of Carbondale, Luzerne County and State aforesaid

of the other part, **WITNESSETH, THAT** the said party of the first part —

Forty Eight Dollars Seventeen Cents **lawful money of the United States of America, unto him well and truly**

— — — **at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged**

bargain, sell, alien, enfeoff, release, and confirm, unto the said party of the second part —

and parcel of land, situate, lying and being in the Township of Carbondale

as follows: viz: Beginning at Stones a corner of the tract of land surveyed

Leben — thence North Forty Three degrees and three fourths of a degree West along

a corner of land surveyed for Stephen Whitmore — thence North Forty Six degrees

land surveyed for said Whitmore to the Carbondale Road so called — thence along

of said tract — thence South Forty six degrees and one fourth of a degree West along

Six Acres and One Hundred Forty One perches Strict measure, be the

the Warrantee name of Samuel Meredith Numbered Twenty Six

DEED, Carr & Scott's Print, Montrose, Pa.

Fifth day of July — in the year of our Lord one thousand
Coryngham of Wilkes Barre, Luzerne County and State of
Susquehanna County and State aforesaid of the first part and John
aforesaid — — — — — — — —

— — — — — — for and in consideration of the sum of
well and truly paid by the said party of the second part — — — — —
hereby acknowledged, hath granted, bargained, and sold; aliened, enfeoffed, released, and confirmed, and by these presents Doth grant,
— — — — — — his heirs and assigns, all that certain piece
Carbondale in the County of Luzerne and State aforesaid and bounded
in the Warrantee name of Samuel Meredith numbered Twenty
West along said Warrantee line Fifteen and five tenths perches to stones
Six degrees and one fourth of a degree East Seventy Three perches along said
thence along said Road Sixteen and three tenths perches to the Warrantee line
West along said Warrantee line Seventy six perches to the beginning Containing
be the same more or less - It being part of a tract of land in
Twenty Seven — — — — — — —

TOGETHER with all and singular the improvements, ways, waters, water-courses, rights, liberties, privileges, hereditaments, and appu
and profits, thereof; and all the estate, right, title, interest, property, claim, and demand, whatsoever, of him the said party
and to, the same, and every part thereof, To have and to hold the said piece and parcel of Land
hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said party of
TO AND FOR the only proper use and behoof of the said party of the second part

AND the said party of the first part — — — his heirs and assigns, that he
party of the second part — — — — — hereditaments and premises herein above described and granted, or mentioned, and intended so to be, with the appurtenances, un the said
party of the first part — — heirs, and against all and every other person or person
shall and will — — — — — WARRANT and for ever DEFEND. IN WITNESS WHEREO the said

SEALED AND DELIVERED IN THE PRESENCE OF US,

The words "Assignee of Redmond Conyngham" in the third line of the 5th. first interlined

G. Bunnell

G. Bunnell

RECEIVED, the day of the date of the above Indenture, of the above named John Phillips the purchaser money within mentioned

Witnessed by S. Meylert

G. Bunnell

Agent

Luzerne County, ss:

On the Twenty Sixth day of July
before me one of the Judges of the
for said County of Luzerne
personally appeared the above named S. Meylert
N. Conyngham
acknowledged the above Indenture to be his act and deed
be recorded as such

G. Bunnell

s, hereditaments, and appurtenances, whatsoever, thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues,
e said party of the first part ——— in law, equity, or otherwise howsoever, of, in,
of Land
said party of the second part ——— his heirs and assigns,
——— his heirs and assigns for ever.

——— his heirs, executors, and administrators, DO by these presents covenant, grant, and agree, to and with the said
irs and assigns, that he the said party of the first part ——— his heirs, all and singular the
purtenances, unto the said party of the second part ——— his heirs and assigns, against him, the said
ery other person or persons whomsoever lawfully claiming or to claim the same or any part thereof,
SS WHEREOF, the said parties to these presents have hereunto interchangeably set their hands and seals, the day and year first above written.

John N. Longyngham (L.S.)
by his Attorney
J. S. Meylert (L.S.)

. County, ss:
day of July ——— Anno Domini 1841
the Jus[tice] of the peace in and
of [the] [Coun]ty aforesaid
above named S. Meylert Attorney of John
[Longyng]ham and in due form of law
[acknowl]edged the [said] indenture to be his and [his] act and deed, and desired the same might

G. Bunce
J.P.

Luzerne County, ss:

On the Twenty Fifth day of July — Anno Domini 1841
before me, one of the Justices of the Peace in and
for said County of Luzerne, S. Sheylert Attorney of John
N. Conyngham personally appeared the above named
and in due form of law
acknowledged the above Indenture to be his and
act and deed, and desired the same might
be recorded as such

G. Conyngham

J P

Know all men by these presents That John Phillips the grantor within named
to them in hand paid by James M.c Cabe of Carbondale township County of Luzerne State of
have granted bargained sold assigned and set over and by these presents do grant bargain
within mentioned messuage tenement and tract of land containing Six Acres & one hundred
whatsoever thereunto belonging or in any wise pertaining & the reversions & remainders rents
land hereby granted & assigned or mentioned or intended so to be with the appurtenances
of the said James M.c Cabe his heirs & assigns forever And the said John Phillips and
the said James M.c Cabe his heirs & assigns against him the said John Phillips and his heirs
ing or to claim by from or under him them or any of them shall and will warrant and
and seals at the township of Carbondale County of Luzerne on the 19th day of October A. D. 1843

Signed sealed & delivered in presence of

Robt. M.Farlane

Esq. Proper

Luzerne County ss

on the nineteenth day of October Anno Domini 1843 before me one of the Justices of the Peace
in and for said county of Luzerne personally appeared the above named John Phillips & Margaret his wife
and in due form of law acknowledged the above assignment to be their free acts & deed & desired the
same might be recorded as such and the said Margaret being separate & apart from her hus-
band and the said assignment read to her says that she signed the above voluntarily &
of her free act and accord without any compulsion or coercion from her said husband.
Witness my hand at Carbondale date above mentioned

Robt. M.Farlane Justice of the Peace

Luzerne County

& Margaret his wife for a
Pennsylvania at and before
sell assign and set over u
Perches together
issues and profits thereof
unto the said James M.c Ca
his heirs the said hereby gran
and against all & e
forever defend by these pr

es the grantee within named & Margaret his Wife for and in consideration of two hundred dollars
sq^re County of Luzerne State of Pennsylvania at and before the sealing and delivery hereof the receipt is hereby acknowledge
ese presents do grant bargain sell assign and set over unto the said James Mc Cale his heirs & assigns all that the
taining Six Acres & one hundred & forty one Perches together with all and singular the rights members & appurtenances
reversions & remainders rents issues and profits thereof. To have & to hold the said messuage tenement & tract of
be with the appurtenances unto the said James Mc Cale his heirs and assigns to the only proper use and behoof
the said John Phillips and his heirs the said hereby granted and assigned premises with the appurtenances unto
said John Phillips and his heirs and against all & every other person or persons whomsoever lawfully claim-
shall and will warrant and forever defend by these presents. In witness whereof we have hereunto set our hands
the 19th day of October A. D. 1843

John his X mark Phillips (Seal)

Margaret her X mark Phillips (Seal)

e one of the Justices of the Peace
ed John Phillips & Margaret his wife
the acts & deed & desired the
separate & apart from her hus-
nd the above voluntarily &
rcion from her said husband,

re Justice of the Peace
Luzerne County

Luzerne County ss.

Recorded in the Office for recording Deeds &c in and for the County of Luzerne, in Deeds Book No. 40 page 289 &c
Witness my hand and the Seal of the Recorders Office of said County at Wilkes Barre this first day of Nov. 1843

Chas. W Potter
Recorder

Consideration Money $150 Dolls

Luzerne County ss.

For and in consideration we do hereby assign set over and transfer unto James Russell his heirs Executors administrators and assigns all our right title claim and interest in and to the within named property and we do bind ourselves our heirs Executors administrators & assigns that we will well and truly warrant & forever defend the said James Russell his heirs Executors administrators and assigns from all and every person whatsoever claiming or to claim against the within named property.
Witness our hands and Seals at Carbondale City this the first day of May 1854

Signed Sealed and Delivered in presence of us — B. Morrison and Anthony Miles

James his + mark McHale (Seal)
Sarah her + mark McHale his wife (Seal)
John his + mark McHale (Seal)
Budget + McHale his wife (Seal)

Luzerne County ss

On the first day of May Anno Domini 1854

assigns all our right title claim and interest in and to the within named property and we do bind ourselves our heirs Executors administrators & assigns that we will well and truly warrant and forever defend the said James Russell his heirs Executors administrators and assigns from all and every person whatsoever claiming or to claim against the within named property Witness our hands and Seals at Carlondale City this the first day of May 1854

Signed Sealed and Delivered in presence of us — B. Morrison and Anthony Miles

James his + mark McHale (Seal)

Sarah for herself Hale his wife mark (Seal)

John his + mark McHale (Seal)

Budget + McHale his wife (Seal)

Jasper County ss

On the first day of May Anno Domino 1854

Before me one of the aldermen in and for the City of Carlondale personally appeared before me the above named James McHale & Sarah McHale his wife also John McHale & Budget McHale his wife and in due form of Law acknowledged the above assignment to be their free acts and deed and desired the same might be recorded as such and the said Sarah and Budget McHale being seperate and apart from their said husbands and the said assignments read to them by me doth say that they signed the above voluntarily of their free will and accord without any compulsion or Coercion on part of their said husbands ——— ———

Witness my hand and seal at Carlondale City aforesaid this the first day of May Anno Domino 1854

B. Morrison Alderman (Seal)

1841 July 24th

No 1617

Deed

John N. Conyngham

to

John Phillips

6 Acres 144 Perches

Filed 1. Nov 1843

Fees & Tax $2.30

paid

Tax 30

Fees 8 7½

1.37½

Paid in full

Chas. H. Hay Recvr

By S. Longstreet

3 10

DEED.

W. H. Edgett

to

Sebastian Roach

No. 650. John C. Clark & Sons, Stationers, 230 Dock St., Philada.

Filed April 26-1889
Tax and Fees $2 25 paid

Recorded in the Office for Recording of Deeds in and for the County of Lackawanna in Deed Book ... page 505 &c.

Witness my hand and seal of Office this 26 day of April Anno Domini 18 89.

E. O. Beckwith
Recorder

LACKAWANNA COUNTY, PA. DEEDS

[No. 650.] DEED
Printed and sold by John C. Clark & Sons, 230 Dock St., Philadelphia.

This Indenture, Made the

Tenth day of December in the year of our

Lord one thousand eight hundred and eighty Seven

Between W. H. Edgett of the City of Carbondale County of Lackawanna and State of Pennsylvania, of the first part, and Sebastian Roach, of the same City, County and State, party

of the second part: **Witnesseth,** That the said part y of the first part, for and in consideration of the sum of Two hundred and twenty ($220.) dollars

lawful money of the United States of America, well and truly paid by the said part y of the second part to the said part y of the first part, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey, and confirm, unto the said part y of the second part, his heirs and assigns, All that certain piece or parcel of land lying and being in the first ward of the City of Carbondale, County of Lackawanna, and State of Pennsylvania. Bounded and described as follows, to wit, Beginning on the Northerly side of Lincoln Avenue extension, at the South-Westerly corner of lot of F.W. Mills and S. D Baker, thence Northerly along line of said Mills and Baker one hundred and thirty five (135) feet to land of E.E. Hendrick, thence Westerly along line of said E.E. Hendrick. Forty five (45) feet to land of D.A. Brennan, thence Southerly along line of said D.A. Brennan, One hundred and thirty five (135) feet to Lincoln Avenue extension, thence Easterly along said Lincoln Avenue extension Forty five (45) feet to the place of Beginning. Containing six thou-

of the second part: **Witnesseth,** *That the said part y of the first part, for and in consideration of the sum of* Two hundred and twenty ($220.) dollars

lawful money of the United States of America, well and truly paid by the said part y of the second part to the said part y of the first part, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has *granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents* does *grant, bargain, sell, alien, enfeoff, release, convey, and confirm, unto the said part y of the second part,* his *heirs and assigns,* All that certain piece or parcel of land lying and being in the first ward of the City of Carbondale, County of Lackawanna, and State of Pennsylvania. Bounded and described as follows, to wit, Beginning on the Northerly side of Lincoln Avenue extension, at the South-Westerly corner of lot of F.W. Mills and S. D Baker, thence Northerly along line of said Mills and Baker one hundred and thirty five (135) feet to land of E.E. Hendrick, thence Westerly along line of said E.E. Hendrick. Forty five (45) feet to land of D.A. Brennan. thence Southerly along line of said D.A. Brennan, One hundred and thirty five (135) feet to Lincoln Avenue extension, thence Easterly along said Lincoln Avenue extension Forty five (45) feet to the place of Beginning. Containing six thousand and seventy five (6075) square feet of land More or less. Being and Comprising Lot number five (5) as said Lot is represented and designated on a Map of building Lots property of D.A. Brennan. as surveyed by B.R Blair July 29th A.D. 1886. And being the same lot of Land Conveyed by D.A. Brennan to H.G. Baker by deed of Conveyance dated the 14th day of July A.D. 1887. and by H.G. Baker to W.H. Edgett party of first part hereto by deed of conveyance dated the first day of September A.D. 1887. Relation thereto being had Bevre fully and at Large appears.

Together *with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments, and appurtenances, to the same belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof:* **And also,** *all the estate, right, title, interest,* ..... *property, possession, claim, and demand whatsoever, both in law and equity, of the said part y of the first part, of, in, and to the said premises, with the appurtenances:* .....

To have and to hold *the said premises, with all and singular the appurtenances,* ..... *unto the said part y of the second part,* his *heirs and assigns, to the only proper use, benefit, and behoof of the said part y of the second part,* his *heirs and assigns forever.*

And *the said* W. H. Edgett his *heirs, executors, and administrators,* **do** *by these presents covenant, grant, and agree to and with the said part y of the second part,* his *heirs and assigns forever, that* he *the said* W. H. Edgett *heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended to be so, with the appurtenances, unto the said part y of the second part,* his *heirs and assigns, against* him *the said* W. H. Edgett his *heirs, and against all and every other person or persons, whomsoever lawfully claiming or to claim the same or any part thereof,*

To have and to hold *the said premises, with all and singular the appurtenances,* ..... *unto the said part* y ..... *of the second part,* his ..... *heirs and assigns, to the only proper use, benefit, and behoof of the said part* y ..... *of the second part,* his ..... *heirs and assigns forever.*

And *the said* W. H. Edgett his

heirs, executors, and administrators, **do** *by these presents covenant, grant, and agree to and with the said part* y ..... *of the second part,* his ..... *heirs and assigns forever, that* he ..... *the said* W. H. Edgett .....

heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended to be so, with the appurtenances, unto the said part y ..... *of the second part,* his ..... *heirs and assigns, against* his ..... *the said* W. H. Edgett .....

his ..... *heirs, and against all and every other person or persons, whomsoever lawfully claiming or to claim the same or any part thereof,*

Shall and Will .....

..... **Warrant and forever Defend.**

In Witness Whereof, *the said part* y ..... *of the first part to these presents* ha ..... *hereunto set* his ..... *hand and seal Dated the day and year first above written.*

Signed, Sealed and Delivered } IN THE PRESENCE OF

M. R. Baker .....

..... W. H. Edgett (L.S.)

..... (L.S.)

Received, *the day of the date of the above Indenture, of the above-named* .....

State of Pennsylvania
County of Lackawanna } **ss.**

On the Tenth *day of* December *Anno Domini* 1887 *before me,*
an Alderman in and for said County

personally appeared the above-named W. H. Edgett

and in due form of law acknowledged the above **Indenture** *to be their and each of their act and deed, and desired the same might be recorded as such; and the said* _____ .....
_____ *being of full age, and separate and apart from* ..... *said husband by me thereon privately examined, and the full contents of the above Deed being by me first made known unto* ..... *did thereupon declare and say that* ..... *did voluntarily and of* ..... *own free will and accord, sign, seal, and as* ..... *act and deed, deliver the above written Indenture, Deed, or Conveyance, without any coercion or compulsion of* ..... *said husband*

Witness *my hand and* ..... *seal the day and year aforesaid.*

M. R. Baker Alderman (L S)

283

DEED.

Sebastian Roach
and wife
to
Hanon A. Loomis

Mail to Carbondale
161 Lincoln ave

No. 650. John C. Clark & Sons, Stationers. 230 Dock St., Philada.

Filed July 23 " 1895
Law & Fees #2.25 - Paid

Recorded *in the Office for Recording of Deeds in and for* the County of Lackawanna *in Deed Book* — *No.* 92 *page* 105 *&c.*

Witness *my hand and seal of Office this* 23rd *day of* July *Anno Domini* 1892.

James J. Healey
Recorder

DEED.
[No. 650.] Printed and sold by John C. Clark & Sons, 230 Dock St., Philadelphia.

This Indenture, Made the

Eleventh day of March in the year of our Lord one thousand eight hundred and eighty-nine

Between Sebastian Roach and Theresa his wife of the city of Carbondale, Lackawanna County, State of Pennsylvania of the first part and Theron Q. Loomis, of the same place

of the second part: **Witnesseth,** That the said part ies of the first part, for and in consideration of the sum of Twelve Hundred dollars

lawful money of the United States of America, well and truly paid by the said part y of the second part to the said part ies of the first part, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey, and confirm, unto the said part y of the second part, his heirs and assigns, all that certain piece or parcel of land lying and being in the first ward of the city of Carbondale aforesaid, bounded and described as follows, to wit: Beginning on the northerly side of Lincoln avenue extension, at the southwesterly corner of lot of F. W. Mills and S. D. Baker, thence northerly along line of said lot, one hundred and thirty-five feet to land of E. E. Hendrick, thence westerly along Hendrick's line, forty-five feet to land of D. A. Brennan, thence southerly along line of said Brennan one hundred and thirty-five feet to Lincoln

of the second part: **Witnesseth,** *That the said part* ~~ies~~ *of the first part, for and in consideration of the sum of* Twelve Hundred dollars

lawful money of the United States of America, well and truly paid by the said part y *of the second part to the said part* ies *of the first part, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged,* have *granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents* do *grant, bargain, sell, alien, enfeoff, release, convey, and confirm, unto the said part* y *of the second part,* his *heirs and assigns,* all that certain piece or parcel of land lying and being in the first ward of the city of Carbondale afore said, bounded and described as follows, to wit: Beginning on the northerly side of Lincoln avenue extension, at the southwesterly corner of lot of F. W. Mills and S. D. Baker, thence northerly along line of said lot, one hundred and thirty-five feet to land of E. E. Hendrick, thence westerly along Hendrick's line, forty-five feet to land of D. A. Brennan, thence southerly along line of said Brennan one hundred and thirty-five feet to Lincoln avenue extension, thence easterly along said extension forty-five feet to the place of beginning, containing 6,075 square feet of land, more or less. Being the same piece of land conveyed to grantor by Wm. H. Edgett by deed dated December 10, 1887, and recorded in Lackawanna county in Deed Book No

page &c

Together *with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments, and appurtenances, to the same belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof:* **And also,** *all the estate, right, title, interest,* ..... *property, possession, claim, and demand whatsoever, both in law and equity, of the said part* ~~of~~ *of the first part, of, in, and to the said premises, with the appurtenances:* .....

To have and to hold *the said premises, with all and singular the appurtenances,* ..... *unto the said part* ~~of~~ *of the second part,* ~~his~~ *heirs and assigns, to the only proper use, benefit, and behoof of the said part* ~~of~~ *of the second part,* ~~his~~ *heirs and assigns forever.*

And *the said* Sebastian Roach .....

heirs, executors, and administrators, **do** ~~th~~ *by these presents covenant, grant, and agree to and with the said part* ~~of~~ *of the second part,* ~~his~~ *heirs and assigns forever, that* ~~he~~ *the said* Sebastian Roach, ~~Jan~~ himself ~~his~~ *heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended to be so, with the appurtenances, unto the said part* ~~of~~ *of the second part,* ~~his~~ *heirs and assigns, against* ~~him~~ *the said* Sebastian Roach ~~his~~ ——— *heirs, and against all and every other person or persons, whomsoever lawfully claiming or to claim the same or any part thereof,*

Shall and Will .....

..... **Warrant and forever Defend.**

To have and to hold *the said premises, with all and singular the appurtenances,* ..... *unto the said part* y ..... *of the second part,* his ..... *heirs and assigns, to the only proper use, benefit, and behoof of the said part* y ..... *of the second part,* his ..... *heirs and assigns forever.*

And *the said* Sebastian Roach .....

heirs, executors, and administrators, **do** th *by these presents covenant, grant, and agree to and with the said part* y ..... *of the second part,* his ..... *heirs and assigns forever, that* he ..... *the said* Sebastian Roach, himself, his ..... *heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended to be so, with the appurtenances, unto the said part* y ..... *of the second part,* his ..... *heirs and assigns, against* him ..... *the said* Sebastian Roach his ..... *heirs, and against all and every other person or persons, whomsoever lawfully claiming or to claim the same or any part thereof,*

Shall and Will .....

..... **Warrant and forever Defend.**

In Witness Whereof, *the said part* ies ..... *of the first part to these presents* ..... *hereunto set* their ..... *hand* s *and seal* s *Dated the day and year first above written.*

Signed, Sealed and Delivered }
IN THE PRESENCE OF }

W. R. Baker .....

Sebastian Roach (L.S.)

Thresa Roach (L.S.)

Received, *the day of the date of the above Indenture, of the above-named* .....

State of Pennsylvania
County of Lackawanna } **ss.**

On the Eleventh *day of* March *Anno Domini 18*89 *before me,*
an Alderman in and for said County
personally appeared the above-named Sebastian Roach and Theresa
his wife
and in due form of law acknowledged the above **Indenture** *to be their and each of their act and deed, and desired the same might be recorded as such; and the said* Theresa
being of full age, and separate and apart from her *said husband by me thereon privately examined, and the full contents of the above Deed being by me first made known unto* her *did thereupon declare and say that* she *did voluntarily and of* her *own free will and accord, sign, seal, and as* her *act and deed, deliver the above-written Indenture, Deed, or Conveyance, without any coercion or compulsion of* her *said husband*

Witness *my hand and* official *seal the day and year aforesaid.*

M R Baker Alderman Seal

Recorded *in the Office for Recording of Deeds in and for* the County of Lackawanna *in Deed Book* — *No.* 92 *page* 105 *&c.*

Witness *my hand and seal of Office this* 23rd *day of* July *Anno Domini* 1892.

James J. Healey
Recorder

Certified Copy of
Patent.

The Com. of Pa.

&

William Russell

Henry Rider tract.

Not needed

TH

Commonwealth o

William Russell. Exd.

To all to

Know Ye, *That in Consideration of the* monies paid by Henry Rider, the Warrant hereinafter mentioned & of the sum of Thirteen pounds ten shill granted by the said Commonwealth, unto the said William Russell, a certain thence by vacant land North forty four degs East two hundred and forty six North forty four degrees East one hundred and twenty two perches to a Post; thirty two pers to a post; South forty four degs West one hundred and twent Post; thence by land of George Lee, South forty four degs West two hundred forty six degs East two hundred & twenty six perches to the BEGINNING: CONT allowance of Six per cent for roads, &c. (Which said tract was surveyed in who by deed dated 16 May, 1794, conveyed the same to the said William Russe

To Have and to Hold, *The said Tract or Parcel of Land, with the appurtenanc*

William Russell, his heirs and assigns forever

THE

Commonwealth of Pennsyl

To all to whom these Present

Consideration of the monies paid by Henry Rider, into the Receiver General's Office o
ntioned & of the sum of Thirteen pounds ten shillings lawful money now paid by Willia
wealth, unto the said William Russell, a certain Tract of Land, called "STANHOPE" Sit
forty four degs East two hundred and forty six pers to a Post; North forty six degr
ast one hundred and twenty two perches to a Post; thence by land of Jacob Porter, Nor
South forty four degs West one hundred and twenty two pers to a Birch; North forty s
orge Lee, South forty four degs West two hundred and forty six perches to a Post; and
ndred & twenty six perches to the BEGINNING: CONTAINING Four hundred & twenty two acr
for roads, &c. (Which said tract was surveyed in Pursuance of a Warrant dated 3 April
1794, conveyed the same to the said William Russell) with the appurtenances.

The said Tract or Parcel of Land, with the appurtenances, unto the said William Russell, and

Patent—Form No. 210.

HE

of Pennsylvania.

o whom these Presents shall come, Greeting:

into the Receiver General's Office of this Commonwealth, at the granting of
ings lawful money now paid by William Russell, into said office, there is
Tract of Land, called "STANHOPE" Situate in Luzerne County BEGINNING at a Beach
pers to a Post; North forty six degrees West sixty six perches to a Sugar Tree;
thence by land of Jacob Porter, North forty six degrees West one hundred &
y two pers to a Birch; North forty six degs West twenty eight perches to a
and forty six perches to a Post; and thence by land of Samuel Rider, South
AINING Four hundred & twenty two acres one hundred & twenty eight pers and
Pursuance of a Warrant dated 3 April, 1794, granted to the said Henry Rider,
ll) with the appurtenances.

ces, *unto the said* William Russell, and hisheirs, to the use of him the said



JAN 25 1900

In Testimony, that the within is a copy of a Patent as recorded in Patent Book P Volume 26 page 140 remaining in the Department of Internal Affairs of Pennsylvania, I have hereunto set my Hand and caused the Seal of said Department to be affixed, at Harrisburg, this Twenty fifth day of January A. D. 1900.



Edward Q. Rooney

Deputy Secretary of Internal Affairs.

Michael Henry -

Deed.

Russell Park.

SAMUEL S. JONES,

Attorney In Fact,

to

Mary Henry

Lot No. 29

July 23rd 1901

REVIEW UNION LABEL TYPOGRAPHICAL CARBONDALE PRINT.

This Indenture

made this Twenty-third day of January Anno Domini One Thousand Nine Hundred and one- between MARGARET RUSSELL, JAMES A. RUSSELL, GEORGE M. RUSSELL, LYDIA RUSSELL, his wife, NETTIE L. RUSSELL, JENNIE M. RUSSELL, and W. A. RUSSELL of the Township of Fell, County of Lackawanna and State of Pennsylvania, BELLE RUSSELL and JAMES B. RUSSELL by his Guardian, SANFORD E. WEDEMAN, of the Township of Greenfield, County and State aforesaid, MARGARET G. JONES and SAMUEL S. JONES of the city of Carbondale, County and State aforesaid, WILLIAM J. LEWIS and MARY LEWIS, his wife, CHARLES H. WELLES and HANNAH S., his wife and MARGARET GUNSTER of the City of Scranton, County and State aforesaid and THE EDGERTON COAL COMPANY, a corporation incorporated under the laws of the State of Pennsylvania, parties of the first part, by their Attorney In Fact, SAMUEL S. JONES, specially constituted by Power of Attorney bearing date the ninth day of September, 1898 and Power of Attorney dated July 25, 1900 and Power of Attorney dated the 27th day of September, 1900, duly recorded in the office for recording of deeds, etc. in and for the county of Lackawanna, respectively, in Power of Attorney Book, Volume 5, page 110, and in Power of Attorney Book, Volume 6, page 216, and in Power of Attorney Book, Volume 6, page 217, as by reference thereto will more fully and at large appear, and Mary E. Henry of the City of Carbondale, County of Lackawanna and State of Pennsylvania, party of the second part.

Witnesseth that the said parties of the first part for and in consideration of the sum of Thirty-five— dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part at and before the sealing or delivery hereof, the receipt whereof we do hereby acknowledge, have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release and confirm unto the said party of the second part, his heirs and assigns ALL that certain lot, piece or parcel of land lying and being in the City of Carbondale, County of Lackawanna and State of Pennsylvania, known as lot No. 29 being 50 feet in front on Park Street and 132:5 feet in depth; containing 6625 square feet of land as laid down in the Map or Plot of Lots known as the "Russell Park Addition" to the city of Carbondale. The said Plot or Map of Lots being duly recorded in the office for the recording of deeds, etc. in and for the county of Lackawanna in Map Book No. 1, pages 90 and 91.

Together With All and Singular, the rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto belonging, or in any wise appertaining; and the reversions and remainders, rents, issues and profits thereof. AND ALSO, all the estate, right, title, interest, claim and demand whatsoever, of the said parties of the first part; in law or equity of, in, to or out of the same. TO HAVE AND TO HOLD the said hereditaments and premises, hereby granted or mentioned or intended so to be, with the appurtenances unto the said party of the second part, his heirs and assigns, to the only proper use and behoof of the said party of the second part, his

ing duly recorded in the office for the recording of deeds, etc. in and for the county of Lackawanna in Map Book No. 1, pages 90 and 91.

Together With All and Singular, the rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto belonging, or in any wise appertaining; and the reversions and remainders, rents, issues and profits thereof. AND ALSO, all the estate, right, title, interest, claim and demand whatsoever, of the said parties of the first part; in law or equity of, in, to or out of the same. TO HAVE AND TO HOLD the said hereditaments and premises, hereby granted or mentioned or intended so to be, with the appurtenances unto the said party of the second part, his heirs and assigns, to the only proper use and behoof of the said party of the second part, his heirs and assigns forever. And the said parties of the first part, by Samuel S. Jones, their attorney in fact, do for themselves and heirs, executors and administrators, promise and agree, to and with the said party of the second part, his heirs and assigns, that the above described premises, with the appurtenances unto the said party of the second part, his heirs and assigns, that they will warrant and forever defend, against all or any person or persons lawfully claiming or to claim the same.

In Witness Whereof, the said parties of the first part, by Samuel S. Jones, their attorney in fact, have hereunto set their hands and seals the day and year first above written.

SEALED AND DELIVERED
IN PRESENCE OF

W.H. Horton

E.J. Keary

Margaret Russell, (seal)
James A. Russell, (seal)
George M. Russell, (seal)
Lydia Russell, (seal)
Nettie L. Russell, (seal)
Jennie M. Russell, (seal)
W. A. Russell, (seal)
Belle Russell, (seal)
James B. Russell, by his Guardian
Sanford E. Wedeman, (seal)
Margaret G. Jones, (seal)
Samuel S. Jones, (seal)
William J. Lewis, (seal)
Mary Lewis, (seal)
Charles H. Welles, (seal)
Hannah S. Welles, (seal)
Margaret Gunster, (seal)
The Edgerton Coal Company, (seal)
By their Attorney in Fact,

(Seal.)

Margaret Russell, (seal)
James A. Russell, (seal)
George M. Russell, (seal)
Lydia Russell, (seal)
Nettie L. Russell, (seal)
Jennie M. Russell, (seal)
W. A. Russell, (seal)
Belle Russell, (seal)
James B. Russell, by his Guardian
Sanford E. Wedeman, (seal)
Margaret G. Jones, (seal)
Samuel S. Jones, (seal)
William J. Lewis, (seal)
Mary Lewis, (seal)
Charles H. Welles, (seal)
Hannah S. Welles, (seal)
Margaret Gunster, (seal)
The Edgerton Coal Company, (seal)
By their Attorney in Fact,

..... (Seal.)

State of Pennsylvania,
County of Lackawanna, } ss:

BE IT REMEMBERED, That on the 23rd day of July 1902 personally appeared before the subscriber, a Notary Public in and for said County, Samuel S. Jones, and in his own name, and in the name of his constituents, the above named Margaret Russell, James A. Russell, George M. Russell, Lydia Russell, Nettie L. Russell, Jennie M. Russell, W. A. Russell, Belle Russell, James B. Russell by his Guardian Sanford E. Wedeman, Margaret G. Jones, Samuel S. Jones, William J. Lewis, Mary Lewis, Charles H. Welles, Hannah S. Welles, Margaret Gunster and The Edgerton Coal Company, the above named grantors, and acknowledged the foregoing Indenture to be his own act and deed and the act and deed of his constituents, to the end that the same might be recorded as such.

WITNESS MY HAND AND SEAL the day and year aforesaid.

My Comm. Exp. Feb 27 1905

J. T. Reynolds (Seal.)
Notary Public

{ SEAL }

No. 1630.

Deed of

Stephen Whitman & Wife

To

James Russell & 4

Filed 5 April, 1853.

Fees $1.87½

$1.87½

Rec'd the above fees in full.

This Indenture, Made the twenty fifth day of January in the year of our Lord One Thousand Eight Hundred and Fifty three BETWEEN Stephen Whitmore and Lucy his wife of the township of Greenfield, County of Luzerne and State of Pennsylvenia of the first part. and James Russell of the township of Fell County and State as aforesaid of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Six hundred and fifty dollars lawful money of the United States of America, unto them well and truly paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, *And by these Presents,* do grant, bargain, sell, alien, enfeoff, release, convey, and confirm unto the said party of the second part, his Heirs, and Assigns, all that certain lot piece or parcel of land Situate lying and being in the townships of Greenfield and Fell. and bounded as follows-to wit- Beginning at a post and stones, by the Carboundale road in the original line of Samuel Meredith, numbered twenty seven - thence along the said road south Eighty five and a half degrees East - ninety perches - and two tenths of a perch to a post by the north East corner of the school house, thence South Seventy degrees East, twenty perches - Thence South fifty nine degrees east twelve perches to a post in the middle of the road, it being a corner for the John Phillips land - thence by said Phillips South forty five and a half degrees West, Seventy three perches to a post and stones in the outside line of the tract - thence along the last mentioned North forty three and three fourths of a degree west - ninty six and five tenths perches to the place of beginning Containing Twenty four acres and one hundred and one perches Strict measure - It being part of a tract of land in the warrantee name of Samuel Meredith - numbered twenty seven - except a piece of land for school house as excepted in deed made by S. Meylert the Attorney of John N Conyngham bearing date the tenth day of February one thousand eight hundred and forty two - and by him in said deed Conveyed to Stephen Whitmore - and Recorded in the proper office for Recording Deeds in Luzerne County in Deed Book No 34 page 496 &c by J Barnum

TOGETHER with all and singular the lands — Improvements, Ways, Water-courses, Rights, Liberties, Privileges, Hereditaments and appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof; and all the Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever of them, the said parties of the first part, in law, equity or otherwise, howsoever of, in and to the same, and every part and parcel thereof, with the Appurtenances, TO HAVE AND TO HOLD the said lot tract piece or parcel of land — Hereditaments and Premises hereby granted, or mentioned, or intended so to be, with the appurtenances, unto the said party of the second part, his — Heirs and Assigns, TO AND FOR the only proper use and behoof of the said part of the second part, his — Heirs and Assigns forever — — — — — — — — — — — — —

AND the said parties of the first part, them — Heirs, Executors and administrators do — by these presents, covenant, grant and agree to and with the said party of the second part, his — Heirs and Assigns, that they — the said parties of the first part, their Heirs and Assigns, all and singular, the Hereditaments and Premises herein above described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, his — Heirs and Assigns, against them — the said parties of the first part, their Heirs and Assigns, and against all and every other person or persons whomsoever lawfully claiming, or to claim the same or any part thereof, — — — — shall and will — for ever — quit claim [redacted]

In Witness Wherrof, the said parties to these presents have hereunto interchangeably set their hands and seals. Dated the day and year first above written.

SEALED AND DELIVERED
IN THE PRESENCE OF US

Interlineation the last words in deed "Warrant & Defend" — before signing sealing and delivery — —

Witness S Byrne — — —
William Root

Luzerne County ss:

ON THE twenty fifth day of January Anno Domini, 1853

before me one of the aldermen in and for Carbonmunicipality

personally appeared the above named Stephen Whitmore

and Lucy his wife [redacted] and in due form of law acknowledged the above Indenture to be their act and deed, and desired the same might be recorded as such; and the said Lucy Whitmore being of full age, and, separate and apart from her said husband, by me examined, and the full contents of the above Deed being by me first made known unto her, did thereupon declare and say that she did voluntarily and of her own free will, sign, and seal the above written Indenture, without any coersion or compulsion of her said husband WITNESS my hand and seal the day and year aforesaid,

William Root Aldermon L.S.

Stephen Whitmore (Seal)

Lucy Whitmore (Seal)

Luzerne County ss.

Recorded in the office for recording of Deeds &c. in and for said County, in Deed Book No. 55, page 432, &c. Witness my hand and seal of office at Wilkes Barre, this fifth day of April, A. D. 1853.

I. W. Potter Recorder

By C. T. Bauman, Dep'ty.

Received January 25th 1853 from James Russell Esq
the sum of Six hundred and fifty dollars being the
amount in full of the within Consideration ——

Stephen Whitmore.

BOND

James McCale

John McCale

to

Margaret Varnx

Richard Varnx &

Thomas Wister-Varnx

Debt — — — $281-66

Payments- Even dat $50-

1/3 of Volume 1st Oct 44

1/3 " " " 45

1/3 " " " 46

Know all Men by these Presents, that I James McCall and John McCall of Carbondale township Luzern County Pennsylvania am held and firmly bound unto Margaret Richard and Thomas Porter Baux of Philadelphia their heirs, executors, administrators, and assigns, in the penal sum of five hundred sixty three 32/100 dollars, for the true payment whereof we do bind our heirs, executors and administrators firmly by these presents. And we hereby empower any Attorney of any Court of Record to appear for us and confess judgment in favor of the holder or holders of this bond, for the above penalty with costs of suit, hereby releasing all errors in entering the same, and in all proceedings for the collection of the debt hereinafter mentioned by virtue of the said judgment. And I hereby waive all right of inquisition upon my real estate, hereby agreeing to the condemnation of any of said real estate which shall be levied upon by virtue of any execution to be issued in pursuance of the said judgment. Sealed with our seals at Carbondale this nineteenth day of October A. D. 1843

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden party shall well and truly pay unto the above named obligee the just and full sum of two hundred eighty one dollars 66/100 with annual interest as follows fifty dollars on the 1st day of October 1844 one third part the first day of October 1844 one third part the first day of October 1845 and the other third part the first day

in all proceedings for the collection of the debt hereinafter mentioned by virtue of the said judgment. And I hereby waive all right of inquisition upon my real estate, hereby agreeing to the condemnation of any of said real estate which shall be levied upon by virtue of any execution to be issued in pursuance of the said judgment. Sealed with our seals at Carbondale this nineteenth day of October A. D. 184 3

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden party shall well and truly pay unto the above named obligee the just and full sum of two hundred eighty one dollars 60/100 - with annual interest as follows fifty dollars from date and the balance one third part the first day of October 1844 one third part the first day of October 1845 and the other third part the first day of October 1846 - with annual interest on the whole from date

~~with interest, on or before the day of A. D. one thousand eight hundred and forty~~ without any fraud, set off or further delay, then the above obligation to be void, otherwise to remain in full force and virtue.

Inter-lineations in the seventh from bottom line before signing

Wm Wells

Jas. Stott.

James his × McCale mark

Jacob his × McCale mark

Received on the within seven dollars fifty dollars
G Fellows agent

Received on the within fifty seven 86/100
dollars in full October 29/1845
G Fellows
Agent

No 1520
1521

DEED

Margaret Richard & Thomas Walter Vail

to

Jas & John McCall

7

State Tax 1.00
Fees 1.62½
$2.62½
Paid in full
Chas H Hay Recorder
By S Longstreet

THIS INDENTURE,

Made the twenty seventh day of October

and Thomas Wistar Vaux, of the City of Philadelphia, by their Attorney-in-fact, Gorden F. Mason, duly cons
ding of Deeds in the County of Luzerne, of the first part, and James and John McCale of Carb
That the said parties of the first part, for and in consideration of the sum of five
of the second part, at and before the ensealing and delivering hereof, the receipt whereof they do hereby acknow
administrators, by these presents have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by
and to their heirs and assigns, all that certain lot, piece or parcel of LAN

Beginning at a stone set in the ground for the East
South forty three and three fourths degrees East twelve perches
fourth degrees West eleven and two tenths perches to a post
fourth West twelve perches to the line of the Porter tract the
degrees East eleven and two tenths perches to the Beginnin
be it the same more or less. And the party of the first
the right to dig mine and carry away the same

enty seventh day of October in the year of our Lord, one thousand eight hundred and forty-six

Attorney-in-fact, Gorden F. Mason, duly constituted by letters of Attorney, dated the 18th day of February, 1842
James and John McCale of Carbondale township Luzern County Pa
he sum of five Dollars, lawful money of the United Stat
of, the receipt whereof they do hereby acknowledge, and thereof acquit and forever discharge the said parties of th
ened, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release and confirm
lot, piece or parcel of LAND, lying and being in the township of Carbondale & Greenfield

the ground for the East corner of James Porter tract Thence by th
es East twelve perches to post Thence by the McCale lot South
e tenths perches to a post Thence by land of Stephen Whitmore Nor
ine of the Porter tract Thence along the same North forty s
ths perches to the Beginning Containing One hundred and t
nd the party of the first part hereby reserve all mineral
ryaway the same

[Printed by E. S. Goodrich, Towanda, Bradford County, Pa.]

n the year of our Lord, one thousand eight hundred and forty-Sixt between Margaret Vaux, Richard Vaux,

nted by letters of Attorney, dated the 18th day of February, 1842, and recorded in the office for the Recor-
n dale township Luzern County Pa of the second part, WITNESSETH—
Dollars, lawful money of the United States, to them in hand paid, by the parties
lge, and thereof acquit and forever discharge the said parties of the second part, their heirs, executors, and
ese presents do grant, bargain, sell, alien, enfeoff, release and confirm unto the said party of the second part,
lying and being in the township of Carbondale & Greenfield and bounded as follows, viz :—

ner of James Porter tract Thence by the Same & Mrs Dale to tract
t last Thence by the said Dale lot South forty six and one
Thence by land of Stephen Whitmore North forty three and three
ce along the same North forty six and four tenth
Containing One hundred and thirty two square rods
hereby reserve all mineral in said Land with

Together with all and singular, the rights, liberties, privileg
and profits thereof. And also, all the estate, right, title, interest, claim and de
hereditaments and premises hereby granted or mentioned, or intended so to be
of the second part, their heirs and assigns, forever. And the said parties
second part, their heirs and assigns, that the above described premises, with the
or persons, lawfully claiming, and to claim the same from by or un

In witness whereof, the said parties of the first part, have hereunto set their

SEALED AND DELIVERED

IN PRESENCE OF

William Root

Maynard Wells

RECEIVED *the day of the date of the a*
of the above named James & Jo
fir declare
the full consideration money above mentione

G F C
Agen

taments and appurtenances, whatsoever thereunto belonging, or in any wise appertaining; and the reversions and rem
atsoever, of the said parties of the first part, in law or equity, of, in, to or out of the same. TO HAVE AND T
appurtenances, unto the said part ~~ies~~ of the second part, ~~their~~ heirs and assigns, to the only proper use and behoof of
t part, do for themselves, and their heirs, executors and administrators, promise, grant and agree, to and with the said
ances, unto the said part ~~ies~~ of the second part, ~~their~~ heirs and assigns, they will warrant and forever defend against al
~~them~~ or their heirs or assigns

seals. Dated the day and year first above written.

Margaret Ba
Richard Ba
Thomas Wate
By their Attor
Gorden F Ma

nture,
ale

Luzer County, ss.

Be it remembered, that on this twenty seventh day of October A. D. 1846 personally came before the subscriber, a justice of the peace, in and for said county, Gorden F. Mason, Attorney-in-fact for the above named grantors, and acknowledged the foregoing Indenture to be his act and deed, and the act and deed of his constituents therein named, with intent to be recorded as such.

Witness my hand and seal the date aforesaid.

William Root Justice Peace

or in any wise appertaining; and the reversions and remainders, rents, issues
of, in, to or out of the same. **TO HAVE AND TO HOLD**, the said
heirs and assigns, to the only proper use and behoof of the said part ies
istrators, promise, grant and agree, to and with the said part ies of the
assigns, they will warrant and forever defend against all and every person

day
came
said
bove
ture
titu-

Margaret Burk

Richard Burk

Thomas Walter Burk

By their Attorney

Gordon F Allison

Luzerne County ss ——— Consideration Money $ 150 00 Dolls

For and in consideration we do hereby assign set over and transfer to James Russell his heirs Executors administrators and assigns all our right title claim and interest in and to the within named property and we do bind ourselves our heirs Executors administrators and assigns that we will warrant and forever defend the said James Russell his heirs Executors administrators and assigns from all and every person whatsoever claiming or to claim the within named property Witness our hands and seals ~~this~~ the at Carbondale City this the first day of May 1854

Signed Sealed and delivered in presence of us

W. Morrison and Anthony Miles

James his + mark McHale (Seal)

Sarah her + mark McHale his wife (Seal)

John his + mark McHale (Seal)

Budgett her + mark McHale his wife (Seal)

Luzerne County ss.

——— on the first day of May Anno Domini 1854

Before me ~~the Subscriber~~ one of the aldermen in and for the City of Carbondale personally appeared before me the above named James McHale & Sarah McHale his wife also John McHale & Budgett McHale his wife and in due form of Law acknowledged the above assignment to be their free acts and deed and desired the same might be recorded as such and the said Sarah and Budgett McHale being seperate and apart from their said husbands and the said assignments read to them by me doth say that they signed the above voluntarily and of their free will and accord without any Compulsion or coercion on part of their said husbands ——— " ——— " ———

Witness my hand and seal at Carbondale City aforesaid this the first day of May Anno Domini 1854

W. Morrison Alderman (Seal)

No 1520
1521

DEED

Margaret Richard & Thomas Walter Vance

to

Jas & John McCall

State Tax 1.00
Fees 1.62½
$2.62½
Paid in full
Chas H Gray Recorder
By S.B. Longstreet

THIS INDENTURE,

Made the *nineteenth* day of *October* A. D. one th

*James McCale and John McCale of Carbondale township Luzern county Penns*y

of the first part, and *Margaret Vaux Richard Vaux & Thomas Wister Vaux of Philadelphia*

the said part*ies* of the first part, for in and by *a* certain bond or obligation duly executed, bearing even date herewith, do*th* stan

and Thomas Wister Vaux in the penal sum of five hundred seventy three $\frac{32}{100}$ dollars

two hundred and eighty one $\frac{66}{100}$ *dollars in manner following* ~~*one third part*~~

one third part of the below October first 1844 one other third part the first day of Octo

the first day of October 1846 with annual interest on the whole sum from date

as in and by the said recited obligation and condition*s* thereof more fully appears—**NOW THIS INDENTURE WITNESSETH,** t

sideration of the aforesaid debt or sum of *two hundred eighty one* $\frac{66}{100}$ dollars, and the better securi

unto the said part*ies* of the second part, *their* executors, administrators and assigns, in discharge of the said recited obligation as of

of the first part, in hand paid by the said part*ies* of the second part, at the ensealing hereof, the receipt whereof is hereby acknowledg

firmed, and by these presents do grant, bargain, sell, release and confirm unto the said part*ies* of the second part, *the following d*

at a post the north West corner of the Philip Richards tract (of which this is a part) Th

East seventy nine perches to a post thence by lands conveyed to Theodore Mills and s

forty five degrees East one hundred and sixteen perches to a stone corner Then

degrees West seventy nine perches to a post Then by land conveyed to John Lee N

forty five degrees West one hundred and sixteen perches to the Beginning Contain

forty four perches And being the same tract of land this day conveyed to the p

[Printed by E. S. Goodrich, Towanda, Bradford County, Pa.]

tenth day of October A. D. one thousand eight hundred and forty-three between
Rondale township Luzern county Pennsylvania
et & Thomas Witter Esqr of Philadelphia of the second part, WHEREAS—
or obligation duly executed, bearing even date herewith, do th stand bound unto the said Margaret Richard
sum of five hundred sixty three $\frac{32}{100}$ dollars conditioned for the payment of
rs in manner following ~~one third part~~ fifty dollars even date and
1844 one other third part the first day of October 1845 and the other third part
interest on the whole sum from date
more fully appears—NOW THIS INDENTURE WITNESSETH, that the said part is of the first part, as well in con-
y one $\frac{56}{100}$ dollars, and the better securing the payment thereof, with the interest annually
nistrators and assigns, in discharge of the said recited obligation as of the further sum of one dollar, unto the said parties
part, at the ensealing hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released and con-
nfirm unto the said parties of the second part, the following described tract of land Beginning
ilt Richards tract (of which this is a part) Thence north forty five degrees
e by lands conveyed to Theodore Mills and lot of subdivision No 31— South
nd sixteen perches to a stone corner Thence by lot No 31— South forty five
est thence by land conveyed to John Lee Jr and Stephen Whitmore North
sixteen perches to the Beginning Containing fifty seven acres and
one tract of land this day conveyed to the grantors by the second party

Together with all and singular, the rights, liberties, privileges, hereditaments and appurtenances, whatso
reversions and remainders, rents, issues and profits thereof. And also, all the estate, right, title, interest, claim and demand
of, in, to or out of the same. TO HAVE AND TO HOLD, the said hereditaments and premises hereby granted with
heirs and assigns, to the only proper use and behoof of the said part ies of the second part, ~~their~~ heirs and assigns, forev
the first part, ~~their~~ heirs, executors, administrators, and assigns, shall and do well and truly pay or cause to be paid unto th
or assigns, the aforesaid debt or consideration, on the days or times herein before mentioned and appointed for payment th
according to the conditions of the said recited obligation without any fraud or further del and without any deduction
taxes, charges, or assessments whatsoever—Then as well this present Indenture, and the est hereby granted, as the re
herein before contained, to the contrary notwithstanding.

In witness whereof, the said part ies of the first part, have hereunto set ~~their~~ hands and s ls. Dated the day and ye

SEALED AND DELIVERED
IN PRESENCE OF }

Wm Wills

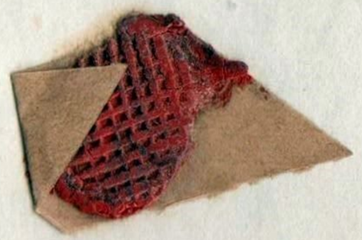
James Stott

privileges, hereditaments and appurtenances, whatsoever thereunto belonging, or in any wise appertaining; and the
ll the estate, right, title, interest, claim and demand, whatsoever, of the said parties of the first part, in law or equity,
aid hereditaments and premises hereby granted with the appurtenances, unto the said part ies of the second part, their
of the second part, their heirs and assigns, forever. Provided always, nevertheless, that if the said part ies of
l do well and truly pay or cause to be paid unto the said part ies of the second part, their executors, administrators
rein before mentioned nd appointed for payment thereof, together with lawful interest for the same annually
y fraud or further del and without any deduction, defalcation, or abatement to be made for or in respect of any
Indenture, and the est hereby granted, as the recited obligation shall become void and of none effect, any thing

set their hands and s ls. Dated the day and year first above written.

James Lis × McCalo
mark

John Lis × McCalo
mark





Luzern County ss

Be it remembered that on the nineteenth day of October 1843 Personally came before the subscriber a justice of the peace in and for the county of Luzern James McCabe and John McCabe and acknowledged the within indenture of Mortgage to be their free act and deed and desired that the same might be recorded as such according to law

Witness my hand & seal day and date above

Robt. McFarlane J.P. Seal

Cayuga County ss

Recorded in the Office for recording Deeds &c
in and for the County of Cayuga in Book
No 170 page 681 &c Witness my hand and the
Seal of said Office at Auburn this 25. Oct 1843

Chas W. Potter
Recorder

Paid $2 - fee 6 cts
27/1846

Mortgage.

John A Rivenbergh
and wife

TO

John Rivenbergh

Clarke, Prr., 230 Dock St.

Mortgage.—[J.] *Parchment Paper.*
[No. 92.] Printed and sold by John C. Clark & Son, 230 Dock Street.

This Indenture, MADE THE

Third ~~day of~~ day of July in the year
of our Lord one thousand eight hundred and Seventy one.
BETWEEN John A Rosenbergh and Catharine
his wife of the Township of Greenfield. County of Luzerne
and State of Pennsylvania
of the first part, and

John Rosenbergh of township county and
State aforesaid

of the second part: Whereas, the said John A Rosenbergh
in and by his certain ***Obligation*** or writing obligatory, under his hand and
~~seal~~ duly executed, and bearing even date herewith, stand bound unto the said party of
the second part, in the sum of Twenty five hundred dollars.

payable as follows to wit:
Five hundred dol. with interest on the whole sum April 1st 1873
Five hundred dol with interest on the whole sum unpaid April 1. 1874
Five hundred dol with interest on the whole sum unpaid April 1. 1875
Five hundred dol with interest on the whole sum unpaid April 1 1876
Five hundred dol with interest on the whole sum unpaid April 1 1877
The above being the purchase money of a certain piece or
parcel of land. conveyed by John Rosenbergh and wife to John A Rosenbergh

Five hundred dol with interest on the whole sum unpaid April 1. 1875
Five hundred dol with interest on the whole sum unpaid April 1 1876
Five hundred dol with interest on the whole sum unpaid April 1 1877
The above being the purchase money of a certain piece or parcel of land. conveyed by John Rivenburgh and wife to John A Rivenburgh by deed bearing date. the 3d day of July 1871

without any fraud or further delay, as in and by the said recited obligation and condition thereof, relation to the same being had, may more fully and at large appear.

Now this Indenture witnesseth, that the said party of the first part, as well for and in consideration of the aforesaid debt or sum of

Twenty five hundred dollars,

and for the better securing the payment thereof, unto the said party of the second part, his executors, administrators and assigns, in discharge of the said obligation above recited, as for and in consideration of the further sum of one dollar, in specie, well and truly paid to the said party of the first part, by the said party of the second part, at and before the ensealing and delivery hereof, the receipt of which one dollar is hereby acknowledged, have granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm, unto the said party of the second part, his heirs and assigns, ALL that certain piece or parcel of land situated lying and being in the township of Greenfield in the county of Luzerne and state of Pennsylvania. bounded and described as follows to wit. Beginning at a stake and stones. corner of Isaac Goodrich's land. Thence North East sixty eight perches to a stake and stones for a corner on the west

side of the Clifford road and Rockaway turnpike road, Thence south east one hundred and eighteen perches to a stake for a corner, Thence south west sixty eight perches to a Rock for a corner Thence north west one hundred and eighteen perches to the beginning.

Containing fifty acres more or less.

Being land conveyed by Jacob Bedford and wife by deed dated the Thirtyfirst day of August A D 1877. To John Rivenburgh.

TOGETHER with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof: **To have and to hold** the said hereditaments and premises above granted, or intended so to be, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. **Provided always, nevertheless,** that if the said John A Rivenburgh his heirs, executors, administrators or assigns, do and shall well and truly pay or cause to be paid unto the said party of the second part, his executors, administrators or assigns, the aforesaid debt or sum of Twenty five hundred dollars on the day and time herein before mentioned and appointed for the payment thereof, together with lawful interest for the same, in like money, in way and manner herein before specified therefor, without any fraud or further delay, and without any deduction, defalcation or abatement to be made, for, or in respect of any taxes, charges or assessments whatsoever; that then, and from thenceforth, as well this present Indenture, and the estate hereby granted, as the said *Obligation* above recited, shall cease, determine and become absolutely null and void, to all intents and purposes; any thing herein before contained to the contrary thereof in any wise notwithstanding.

In witness whereof, the said party of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered IN PRESENCE OF

State of Pennsylvania

Luzerne — **County,** } **ss.**

Be it Remembered, *that on this* Third *day of* July, *in the year of our Lord one thousand eight hundred and* twenty one *before me,* a Justice of the Peace in and for said County,

personally appeared John A Ruenbaugh and Catharine his wife

who, I am satisfied are the grantors mentioned in the above deed or conveyance, and I having first made known to them the contents thereof, have *acknowledged that* they *signed, sealed and delivered the same as* their *voluntary act and deed; and the said* Catharine *being of full age, on a private examination apart from* her *said husband before me acknowledged that* She *signed, sealed and delivered the same as* her *voluntary act and deed, freely, without any fear, threats or compulsion of/* her *said husband. All of which is hereby certified.*

J. FRANK CONNOLLY
JAMES G. McDONOUGH
BERNARD J. BROWN
ROBERT MARTIN

LAW OFFICES
SUITE 826
CONNELL BUILDING
SCRANTON 3, PA.

JAMES G. McDONOUGH
BERNARD J. BROWN
PIONEER DIME BANK BLDG.
CARBONDALE, PA.

June 22, 1954.

Mr. William L. Russell and
Ora L. Russell
R. F. D.
Carbondale, Pennsylvania

Dear Mr. and Mrs. Russell:

I inclose check of Peter Orazzi, dated June 21,1954, drawn on The First National Bank of Carbondale, in the amount of $1468.85, being in payment of the purchase price for land which you conveyed to him, being 27.14 acres of land situate in Greenfield Township, which you conveyed to him by deed dated June, 1954, less deductions for federal stamps, Pennsylvania transfer tax and for the costs of the filing of a release of judgment of the Pioneer Dime Bank. The following is a statement:

Purchase price		$1,500.00
Down payment to you	$20.00	
Federal stamps	1.65	
Pennsylvania transfer	7.50	
Release of judgment	2.00	
TOTAL deductions		31.15
		$1,468.85

In securing the release of judgment from the Pioneer Dime Bank, I told Mr. Blocksidge that you people would pay a certain part of this consideration on the note when you cash the check.

At your convenience, you can send me a check for $20.00 for the drawing of the deed and the closing costs.

Mr. Russell and Mr. Orazzi will have to sit down and work out what part of the 1954 taxes Mr. Orazzi will owe for six months on the land conveyed, which is a part of the tract assessed as one 40 acres.

In going over the matter yesterday, we estimated that Mr. Orazzi's share would be approximately $13.55; however, we

did not give any credit or collect any money from him for this share, and when Mr. Russell gets his tax statement for 1954, he and Mr. Orazzi can sit down and make the adjustment.

I inclose the map showing survey of certain lands of William A. Russell, prepared by W. L. Giles, C.E., November 18, 1935, which map was placed in my hands so that I could use it in drawing the deed to Mr. Orazzi.

Very truly yours,

Jas. G. McDonough

James G. McDonough

JGMcD/jc
Inc-1

PIONEER DIME BANK

CARBONDALE, PA.

4-52-5M

JUN 23 1954

CARBONDALE, PA., 19

RECEIVED FROM Mr. Wm. A. Russell

Fourteen Hundred Sixty-eight + 85/100 DOLLARS $ 1468 85/100

A/C Prin. on note

Balance 2931.15 V Int.

PIONEER DIME BANK.

BY Elmer Munson

CASHIER

Note Teller

355

Deed

ACT 1909

from

Maurice H. Wedeman

to

William A. Russell

Dated, Nov 2, 1923.

50 c

FILED FOR RECORD

Warranty

OCT 11 1924 9 AM

3 52

The Legal Blank Printery, Laceyville, Pa.

Form No. 25B.—WARRANTY DEED, Act 1909
The Legal Blank Printery, Laceyville, Pa.

This Deed,

Made the Second *Day of* November *in the year Nine-*

teen Hundred and twenty three.

Between Maurice H.Wedeman, unmarried of Rantoul, County of Champaign

State of Illinois, party of the first part, - - - - - - - - GRANTOR.

- - - - - - - - - - - - - - - - - - - -AND - - - - - - - - - - - - - - - - -

William A.Russell of the Township of Fell, County of Lackawanna and

State of Pennsylvania, party of the second part, - - - - - GRANTEE.

Witnesseth, *That in consideration of* One ($1) dollar and other good and valuable consideration -

##*Dollar*#

in hand paid. the receipt whereof is hereby acknowledged; the said grantor do th

hereby grant and convey to the said grantee , his *heirs or assigns,*

All the right, title and interest of the grantor in all that certain piece or parcel of land situate in the Township of Fell, County of Lackawanna and State of Pennsylvania, bounded and described as follows, to wit:-

BEGINNING at a post, the North-East corner of lands deeded to Theodore Mills, thence along the warrant line, North, 45 degrees East, eighty nine (89) Perches to a post ; thence by lands of Wademan and Williams, firstly lands of Wademan, South, 45 degrees East, eighty three and three-quarter ($83\frac{3}{4}$) Perches to a post ; thence by lands, now or late of William Williams, South, 21 degrees East, to the Fall Brook Road ; thence Westerly along said road to lands, now or late of Gardner Kenyon ; thence North, 45 degrees West, by lands, now or late of said Gardner Kenyon and lands

##Dollar#

in hand paid. the receipt whereof is hereby acknowledged; the said grantor do th

hereby grant and convey to the said grantee , his *heirs or assigns,*

All the right,title and interest of the grantor in all that certain piece or parcel of land situate in the Township of Fell,County of Lackawanna and State of Pennsylvania,bounded and described as follows, to wit:-

BEGINNING at a post,the North-East corner of lands deeded to Theodore Mills,thence along the warrant line,North,45 degrees East,eighty nine (89) Perches to a post ; thence by lands of Wademan and Williams,firstly lands of Wademan,South,45 degrees East,eighty three and three-quarter ($83\frac{3}{4}$) Perches to a post ; thence by lands,now or late of William Williams,South,21 degrees East,to the Fall Brook Road ; thence Westerly along said road to lands,now or late of Gardner Kenyon ; thence North, 45 degrees West,by lands,now or late of said Gardner Kenyon and lands deeded to Theodore Mills to the place of beginning.

Containing eighty (80) acres of land,more or less.

Coal and minerals reserved as in prior deeds in chain of title.

Being the same premises described in deed from James Williams and wife to John H.Wedeman ######## dated May 23,1900,and recorded in Lackawanna County in Deed Book 186,page 97.

The said John H.Wedeman being in his lifetime seized of the said land,died May 23,1917,leaving to survive him a widow and six children, the said grantor being one.

By deeds duly recorded in Lackawanna County,the interest of the said widow and five children of the decedent became vested in the above named grantee.

And *the said grantor* **Will Warrant** generally

the property hereby conveyed.

In Witness Whereof, *the grantor* hath *hereunto set* his *hand and seal the day and year first above written.*

Sealed and Delivered in the Presence of

Signature x Maurice H Liedeman. SEAL

SEAL

SEAL

SEAL

SEAL

SEAL

SEAL

SEAL



ILLINOIS

State of ~~Pennsylvania.~~ } *ss.*

County of Champaign }

On this 6th *day of* November *A. D. 19*23 *, before me*

On this 6th *day of* November *A. D. 19*23 *, before me*

the subscriber a Notary Public, duly commissioned, *came*

Maurice H. Wedeman, -

the above named grantor

and acknowledged the foregoing Deed to be his *act and deed, and desired the*

same to be recorded as such.

Witness *my hand and* official *seal the day and year aforesaid.*

F. V. L. Stovall

My commission expires Jan 22, 1925,

SEAL

State of

County of } *ss.*

On this *day of* *A. D. 19* *, before me*

came

the above named

and acknowledged the foregoing Deed to be *act and deed, and desired the*

same to be recorded as such.

Witness *my hand and* *seal the day and year aforesaid.*

SEAL

State of Pennsylvania
County of Lackawanna } ss.

Recorded on this 11th *day of* Oct

A. D. 1924, in the Recorder's office of said County in Deed Book,

Vol. 346 *, Page* 469

Given under my hand and the seal of the said Office, the date above written.

Peter W Haas *Recorder.*

No 36

1842 Febr 10th

Deed

John N. Conyngham

assignee of Redmond

Conyngham

to

Stephen Whitmore

24a 73p

Strait Measure

Filed Nov 7th

1842

Tax — House

Recording 1.00 2.00

$1.73

Fees paid by Dr Lathrop

25th Nov 1842

G Bowman

Recr

By Mr Lathrop Esq

McKean Co. Miscellaneous Deeds — Vol. 1, pp. 91-92

E. S. GOODRICH, Printer, Towanda, Pa.

THIS INDENTURE, made the Tenth day of February in the year of our

BETWEEN John N. Coyngham (assignee of Redmond Coyngham and Commonwealth of Pennsylvania by his Attorney C. M. State aforesaid of the first part, and Stephen Whitmore of Greenfield, Luzerne Co

That the said party of the first part, for and in consideration of the sum of [illegible] D paid, by the party of the second part, at and before the ensealing and delivering hereof, the receipt whereof he do hereby a said party of the second part, his heirs, executors and administrators, by these presents have granted, bargained, sold, aliened, e grant, bargain, sell, alien, enfoeff, release and confirm unto the said party of the second part and to his heirs and assigns, all t or parcel of Land, lying and being in the township of Greenfield and Carbondale and bounded as follows, viz:—Beginning road in the original line of Samuel Meredith Numbd Twenty Seven - thence and a half degrees East Ninety perches and two tenths of a perch to a post by the thence South Seventy degrees East Twenty perches - thence South fifty nine degrees Ea middle of said Road, it being a corner for John Phillips land thence by said Phi degrees West Seventy Three perches to a post and stones in the outside line of the t North Forty Three and three fourths of a degree West Ninety six and five tenths perches to t four acres and one Hundred and one perches strict measure - It being part of a tract o Meredith Numbered Twenty Seven — except the [illegible] piece or parcel of which a school house stands viz: Beginning at a corner of said Schoolhouse thence South Twenty degrees West Two perches - thence North Seventy Eight and a half degrees West Eleven pe North Five and a half degrees East two perches - thence South Eighty Five and a half degrees East Eix leaving Twenty four Acres Seventy Three perches strict measure - be it more or

TOGETHER with all and singular, the rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto belo

ebruary in the year of our Lord, one thousand eight hundred and forty Two

Edmund Conyngham) of Wilkes Barre Luzerne County

s Attorney C. Meylert of Susquehanna County and

of Greenfield, Luzerne County, Penna of the second part, WITNESSETH:

Dollars, lawful money of the United States, to [illegible]n hand

eof, the ceipt whereof he do hereby acknowledge, and thereof acquit and forever discharge the

ts have anted, bargained, sold, aliened, enfoeffed, released and confirmed, and by these presents do

nd part nd to his heirs and assigns, all that certain — — — — lot, piece

and bo ded as follows, viz:—Beginning at a post and stones by the Carbondale

umbo Twenty seven - thence along the said road South Eighty five

a perch to a post by the North East corner of the Schoolhouse -

outh fifty nine degrees East Twelve perches to a point in the

land thence by said Phillips South forty five and a half -

the outside line of the tract - thence along the last mentioned

and five tenths perches to the place of beginning Containing Twenty

St being part of a tract of land in the Warrantee Name of Samuel

Lob piece or parcel of land Containing Twenty Eight perches (ex

f said Schoolhouse thence South Seventy degrees East Six perches - thence South

nd a half degrees West Eleven perches and a half of a perch - thence

and a half degrees East Six perches to the place of beginning —

ains. - be it more or less — — — — — — —

appurte nances, whatsoever thereunto belonging, or in any wise appertaining; and the reversions and

rest, cla im, and demand whatsoever, of the said party of the first part, in law or equity of, in, to or

es here by granted or mentioned, or intended so to be, with the appurtenances unto the said party

party of the second part, his heirs and assigns forever, and the said party of the

heirs, executors, administrators and assigns, all and singular the hereditaments granted unto the said

— — his heirs and assigns, against him the said party of the

d perso s whomsoever lawfully claiming or to claim the same — — —

END h these presents

his h nd and seal the day and year first above written.

John N. Conyngham (Seal)

by his Attorney

C. Meylert (Seal)

middle of said Road, it being a corner for John Phillips land
degrees West Seventy Three perches to a post and stones in the
North forty Three and three fourths of a degree West Ninety six and
four acres and One Hundred and one perches Strict measure - Be
Meredith numbered twenty seven - except therefrom the Lot
which a school house stands) viz: Beginning at a corner of said
Twenty degrees West Two perches - thence North Seventy Eight and a
North Five and a half degrees East two perches - thence South Eighty Five and
leaving Twenty four Acres Seventy Three perches strict measure

TOGETHER with all and singular, the rights, liberties, privileges, hereditaments and appurte
remainders, rents, issues, and profits thereof. And also, all the estate, right, title, interest, cl
out of the same. TO HAVE AND TO HOLD the said hereditaments and premises her
of the second part, his heirs and assigns, to the only proper use and behoof of the said part
first part — for himself his — heirs,
party of the second part — — — —
first part
and — his heirs and against all and every person and perso
shall and will WARRANT AND FOREVER DEFEND h

IN WITNESS WHEREOF, the said party of the first part hath hereunto set his h

SEALED AND DELIVERED
IN PRESENCE OF
Michael Meyers
"
Charles Avery
"

time by said Ph
outside line of the
Five tenths perches to
being part of a tract
piece or parcel of
Schoolhouse thence South
half degrees West Eleven pe
a half degrees East Six
- be it more or

nances, whatsoever thereunto belo
im, and demand whatsoever, of th
by granted or mentioned, or inten
of the second part, his heirs and
executors, administrators and assig
— — his heirs and as
s whomsoever lawfully claiming o
these presents.

nd and seal the day and year

of Green Field, Luzerne County, Penn^a of the second part, WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Five Hundred Dollars, lawful money of the United States, to him in hand paid by the said party of the second part, at and before the sealing and delivery hereof, the receipt whereof he doth hereby acknowledge, and thereof acquit and forever discharge the said party of the second part, his executors and administrators, by these presents, hath granted, bargained, sold, aliened, enfoeffed, released and confirmed, and by these presents doth grant, bargain, sell, alien, enfoeff, release and confirm unto the said party of the second part, and to his heirs and assigns, all that certain ——— lot, piece or parcel of land, situate, lying and being in the Township of Greenfield, County of Luzerne and State of Pennsylvania, bounded as follows, viz:—Beginning at a post and stones by the Carbondale & Scranton road thence along the said road South Eighty five degrees West Twenty seven perches to a post by the North East corner of the Schoolhouse — thence South Fifty nine degrees East Twelve perches to a point in the line thence by said Phillips South forty five and a half degrees West Eleven perches and a half of a perch — thence on the outside line of the tract — thence along the last mentioned line Five tenths perches to the place of beginning containing Twenty seven acres being part of a tract of land in the Warranty Name of Samuel Phillips or parcel of land containing Twenty Eight perches (or Schoolhouse thence South Seventy degrees East Six perches — thence South a half degrees West Eleven perches and a half of a perch — thence and a half degrees East Six perches to the place of beginning — be it more or less — ——— ——— ——— ———

TOGETHER with all and singular the tenements, hereditaments and appurtenances, whatsoever thereunto belonging, or in any wise appertaining; and the reversions and remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim, and demand whatsoever, of the said party of the first part, in law or equity of, in, to or out of the same; and all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, in law or equity of, in, to or out of the same, with the appurtenances, hereby granted or mentioned, or intended so to be, with the appurtenances unto the said party of the second part, his heirs and assigns forever, and the said party of the first part, for himself, his executors, administrators and assigns, all and singular the hereditaments granted unto the said party of the second part, his heirs and assigns, against him the said party of the first part, his heirs, and against all and every other person and persons whomsoever lawfully claiming or to claim the same ——— ——— ——— ———

AND he, the said party of the first part, by these presents doth covenant, promise and agree, to and with the said party of the second part, his heirs and assigns, that he, the said party of the first part, his heirs, all and every person and persons whomsoever lawfully claiming or to claim any estate, right, title, interest, property, claim or demand whatsoever, of, in, to or out of the said hereditaments and premises hereby granted or mentioned, or intended so to be, with the appurtenances, by, from, or under him, her, them, or any of them, shall and will, from time to time, and at all times hereafter, at the request, cost and charges in the law of the said party of the second part, his heirs or assigns, make, do, execute and acknowledge, or cause and procure to be made, done, executed and acknowledged, all and every such further and other lawful and reasonable act and acts, thing and things, devices, conveyance and assurance in the law whatsoever, for the better, more perfectly and absolutely granting and assuring the said hereditaments and premises hereby granted or mentioned, or intended so to be, with the appurtenances, unto the said party of the second part, his heirs and assigns, as by the said party of the second part, his heirs or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required.

IN WITNESS WHEREOF, the said party of the first part hath hereunto set his hand and seal the day and year first above written.

John N. Conyngham (Seal)
by his Attorney
J. S. Meylert (Seal)

Susquehanna County ss.

Personally appeared before me, one
of the Justices of the peace in and for said County of Susquehanna
S. Merbert
and acknowledged, that he executed the within
Indenture as and for his and his Constituents John
Bingham
the same to be Bound as such — Witness
my hand and seal this Tenth day of February
A.D. 1842

Charles Avery, J.P.

Luzerne County ss.

Recorded in the office for
Recording of Deeds &c. in and
for said County - in Deed Book
No. 39 - page 496 &c. -
Witness my hand and seal of
office at Wilkesbarre this 7th day
of December A.D. 1842. J. Barnum Rec

564

Deed

ACT 1909

RUBEN COHEN

TO

WILLIAM A. RUSSELL

Warranty

57

OCT 24 1919 3 17 18 PM

E. A. DELANEY. ATTORNEY

Form No. 25B—WARRANTY DEED. Act 1909.
The Legal Blank Printery, Scranton, Pa.

This Deed,

Made the Seventh *Day of* October *in the year Nine-*

teen Hundred and Nineteen

Between RUBEN COHEN and RACHAEL COHEn his wife of the City of Carbondale, County of Lackawanna and State of Pennsylvania, parties of the first part, - - - - - - - - - - - - - - - -GRANTORS

A N D

WILLIAM A. RUSSELL of the Township of Fell, County of Lackawanna and State of Pennsylvania, party of the second part, -GRANTEE

Witnesseth, *That in consideration of* ONE ($1.00)- - - - - - - - - - - - - - - - - - - -

Witnesseth, *That in consideration of* ONE ($1.00)- - - -

And *the said grantor* s **Will Warrant** Generally

the property hereby conveyed.

In Witness Whereof, *the grantor*s *ha* thereunto *set* their *hand* s *and seal* s *the day and year first above written.*

Sealed and Delivered in the presence of

E A DeLaney

Maria Loftus

Rachael Cohen. SEAL

SEAL

SEAL

SEAL

SEAL





State of Pennsylvania,

County of Lackawanna } *ss.*

On this 7th *day of* October *A. D. 19* 19 *, before me* a Notary Public duly commissioned, personally came Ruben Cohen and Rachael Cohen

~~came~~

County of Lackawanna } *ss.*

On this 7th *day of* October *A. D. 19* 19 *, before me*
a Notary Public duly commissioned, personally came
Ruben Cohen and Rachael Cohen

~~the above named~~

and acknowledged the foregoing Deed to be their *act and deed, and desired*
the same be recorded as such.

Witness *my hand and* Notorial *seal the day and year aforesaid.*

Marie Loftus SEAL
Notary Public.

My Com. Expires March 25, 1921.

State of
County of } *ss.*

On this *day of* *A. D. 19* *, before me*
came
the above named
and acknowledged the foregoing Deed to be *act and deed, and desired*
the same be recorded as such.

Witness *my hand and* *seal the day and year aforesaid*

SEAL

State of Pennsylvania, }
County of Lacka., } ss.

Recorded on this 24th *day of* Oct.

A. D. 19 19 *, in the Recorder's office of said County in Deed Book,* 285

Vol. , *Page* 386.

Given under my hand and the seal of the said Office, the date above written.

Peter W. Nauss *Recorder.*

1121

Mortgage

James & John McCall

to

Margaret Richland
&
Thomas Winston Yancy

Filed Oct. 25, 1843

Fees & Tax $1.67

Fees paid at time of filing

4 80
4 40
4 40
2 40
1 20
2 40
4 80
4 40
4 40
4 40
3 60
4 40
4 40
4 40

THIS INDENTURE,

Made the nineteenth day of

James McCall and John McCall of Carbondale township

of the first part, and Margaret Faux Richard Faux & Thomas Wister

the said parties of the first part, for in and by a certain bond or obligation duly execut

and Thomas Wister Faux in the penal sum of five hun

two hundred and eighty one $\frac{66}{100}$ dollars in manner

one third part of the below October first 1844 one other third

the first day of October 1846 with the annual interest on the

as in and by the said recited obligation and conditions thereof more fully appears—NOW

sideration of the aforesaid debt or sum of two hundred eighty one $\frac{66}{100}$

unto the said parties of the second part, their executors, administrators and assigns, in disc

of the first part, in hand paid by the said parties of the second part, at the ensealing hereof

firmed, and by these presents do grant, bargain, sell, release and confirm unto the said parties

at a post the north West corner of the Philip Richards tract

East seventy nine perches to a post thence by lands conveyed

forty five degrees East one hundred and sixteen perches

degrees West seventy nine perches to a post thence by land

forty five degrees West one hundred and sixteen perches

forty four perches And being the same tract of land

Together with all and singular, the rights, liberties, privileges, hereditame

reversions and remainders, rents, issues and profits thereof. And also, all the estate, right, ti

of, in, to or out of the same. TO HAVE AND TO HOLD, the said hereditaments and

heirs and assigns, to the only proper use and behoof of the said parties of the second part,

the first part, their heirs, executors, administrators, and assigns, shall and do well and truly pa

or assigns, the aforesaid debt or consideration, on the days or times herein before mentioned

[Printed by E. S. Goodr

Made the *nineteenth* day of *October* A. D. one thousand eight hundred and f

Eale of Carbondale township Luzern county Pennsylvania

Richard Dart & Thomas Potter Dart of Philadelphia of the secc

certain bond or obligation duly executed, bearing even date herewith, do*th* stand bound unto the said *Ma*

the penal sum of *five hundred* ~~*sixty three*~~ $\frac{32}{100}$ dollars conditioned for th

$\frac{66}{100}$ dollars in manner following ~~*one third part*~~ *fifty* dollars

October first 1844 one other *third part* the *first* day of *October* 1845 and the

the annual interest on the whole sum from date

ndition*s* thereof more fully appears—**NOW THIS INDENTURE WITNESSETH**, that the said part*ies* of the

hundred eighty one $\frac{56}{100}$ dollars, and the better securing the payment thereof, wi

executors, administrators and assigns, in discharge of the said recited obligation as of the further sum of one dolla

s of the second part, at the ensealing hereof, the receipt whereof is hereby acknowledged, have granted, bargaine

ell, release and confirm unto the said part*ies* of the second part, *the following described tract of la*

of the Philip Richards tract (of which this is a part) Thence North forty

part Thence by lands conveyed to Theodore Wells and lot of subdivision

hundred and sixteen perches to a stone corner Thence by lot No 31 -

ches to a post Thence by land conveyed to John Lee Jr and Stephen

hundred and sixteen perches to the Beginning Containing fifty seven

ing the same tract of land this day conveyed to the grantors by the se

s, the rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto belonging, or in any wis

ts thereof. And also, all the estate, right, title, interest, claim and demand, whatsoever, of the said parties of the fi

ND TO HOLD, the said hereditaments and premises hereby granted with the appurtenances, unto the said part*ies*

hoof of the said part*ies* of the second part, *their* heirs and assigns, forever. Provided always, nevertheless, tha

rs, and assigns, shall and do well and truly pay or cause to be paid unto the said part*ies* of the second part, *their*

*the day*s or time*s* herein before mentioned *and* appointed for payment thereof, together with lawful interest for

obligation without any fraud or further del *and* without any deduction, defalcation, or abatement to be made

n as well this present Indenture, and the est *hereby* granted, as the recited obligation shall become void and

standing.

irst part, have hereunto set *their* hand*s* and s *ls*. Dated the day and year first above written.

[Printed by E. S. Goodrich, Towanda, Bradford County, Pa.]

ter A. D. one thousand eight hundred and forty-three between
county Pennsylvania
& of Philadelphia of the second part, WHEREAS—
even date herewith, do th stand bound unto the said Margaret Richard
sixty three $\frac{32}{100}$ dollars conditioned for the payment of
ing ~~one third part~~ fifty dollars even date and
the first day of October 1845 and the other third part
ars from date

DENTURE WITNESSETH, that the said part ies of the first part, as well in con-
dollars, and the better securing the payment thereof, with the interest annually
he said recited obligation as of the further sum of one dollar, unto the said parties
t whereof is hereby acknowledged, have granted, bargained, sold, released and con-
nd part, the following described tract of land Beginning
(which this is a part) Thence North forty nine degrees
adore eleven and tot of subdivision No 31— South
ased corner Thence by tot No 31- South forty nine
ed to John Lee Jr and Stephen Whitmore West
Beginning Containing fifty seven acres and
ey conveyed to the grantors by the recited party

purtenances, whatsoever thereunto belonging, or in any wise appertaining; and the
, claim and demand, whatsoever, of the said parties of the first part, in law or equity,
hereby granted with the appurtenances, unto the said part ies of the second part, their
irs and assigns, forever. Provided always, nevertheless, that if the said part ies of
to be paid unto the said part ies of the second part, their executors, administrators
nted for payment thereof, together with lawful interest for the same annually
thout any deduction, defalcation, or abatement to be made for or in respect of any
granted, as the recited obligation shall become void and of none effect, any thing

forty five degrees East one hundred and sixteen perches to a stake
degrees West seventy nine perches to a post thence by land conveyed to John
forty five degrees West one hundred and sixteen perches to the Beginning
forty four perches And being the same tract of land this day conveyed

Together with all and singular, the rights, liberties, privileges, hereditaments and appurtenances, w
reversions and remainders, rents, issues and profits thereof. And also, all the estate, right, title, interest, claim and de
of, in, to or out of the same. TO HAVE AND TO HOLD, the said hereditaments and premises hereby granted
heirs and assigns, to the only proper use and behoof of the said part ies of the second part, their heirs and assigns,
the first part, their heirs, executors, administrators, and assigns, shall and do well and truly pay or cause to be paid un
or assigns, the aforesaid debt or consideration, on the day or time herein before mentioned nd appointed for payme
according to the condition of the said recited obligation without any fraud or further del and without any dedu
taxes, charges, or assessments whatsoever—Then as well this present Indenture, and the est hereby granted, as th
herein before contained, to the contrary notwithstanding.

In witness whereof, the said part ies of the first part, have hereunto set their hand and s ls. Dated the day a

SEALED AND DELIVERED
IN PRESENCE OF
}

Wm Wills
James Stott

tors, administrators and assigns, in discharge of the said recited obligation as of the further sum of one dollar, unto the said parties
he second part, at the ensealing hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released and con-
ease and confirm unto the said parties of the second part, the following described tract of land Beginning
the Philip Rickwoth tract (of which this is a part) Thence north forty nine degrees
t Thence by lands conveyed to Theodore Mills and lot of subdivision No 31- South
ndred and sixteen perches to a stone corner Thence by lot No 31- South forty nine
to a post Thence by land conveyed to John Lee Jr and Stephen Whitmore North
d and sixteen perches to the Beginning Containing forty seven acres and
the same tract of land this day conveyed to the grantors by the second party

rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto belonging, or in any wise appertaining; and the
eof. And also, all the estate, right, title, interest, claim and demand, whatsoever, of the said parties of the first part, in law or equity,
O HOLD, the said hereditaments and premises hereby granted with the appurtenances, unto the said parties of the second part, their
the said parties of the second part, their heirs and assigns, forever. Provided always, nevertheless, that if the said parties of
assigns, shall and do well and truly pay or cause to be paid unto the said parties of the second part, their executors, administrators
ays or times herein before mentioned nd appointed for payment thereof, together with lawful interest for the same annually
ion without any fraud or further del and without any deduction, defalcation, or abatement to be made for or in respect of any
ell this present Indenture, and the est hereby granted, as the recited obligation shall become void and of none effect, any thing
g.

rt, have hereunto set their hands and s ls. Dated the day and year first above written.

James Lis × McCalo
mark

John Lis × McCalo
mark

Lasen County ss

Be it remembered that on the nineteenth day of October 1843 Personally came before the subscriber a justice of the peace in and for the county of Lasen James McCale and John McCale and acknowledged the written indenture of Mortgage to be their free act and deed and desired that the same might be recorded as such according to law

Witness my hand & seal day and date above

Robt. McFarlane J.P. Lasen

Lycoming County ss

Recorded in the Office for recording Deeds &c
in and for the County of Lycoming in Deed Book
No 70 page 681 &c Witness my hand and the
Seal of said Office at Wells Boro this 25. Oct 1843

Chas W. Potter
Recorder

Patent for land
to Jas Mason agent
27/1846

DEED

Margaret Varix
Richard Varix
Thomas Wister Varix

To

James M'Cale
John M'Cale

& /

Filed, 1. Nov 1843

Tax & fees $1.70
paid
Nov 10 = 1843 Paid $1.00

Tax .30
Fees. 87½
$1.37½

Recd on fee
Chas Heyl Re
by Stapleton

ast
assignment

THIS INDENTURE,

Made the nineteenth day of October

and Thomas Wistar Vaux, of the City of Philadelphia, by their Attorney-in-fact, Gorden F. Mason, duly const
ding of Deeds in the County of Luzerne, of the first part, and James and John McCale of Car
That the said parties of the first part, for and in consideration of the sum of three hundred & forty three
of the second part, at and before the ensealing and delivering hereof, the receipt whereof they do hereby acknow
administrators, by these presents have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by
and to their heirs and assigns, all that certain lot, piece or parcel of LAND

Beginning at a post the North west corner of the Philip Ripholts Tract of which
Thence by lands conveyed to Theadore Mills and lot of subdivision No 31 South forty fi
South forty five degrees West seventy nine perches to a post Thence by land conveyed to
and sixteen perches to the place of Beginning Containing fifty seven Acres
ted by the Commonwealth of Pennsylvania to Roberts and Susanna Vaux by patent date
No 25 page 224— The said Margaret Richard & Thomas Wister Vaux hereby reserv

cleenth day of October in the year of our Lord, one thousand eight hunded and fo

Attorney-in-fact, Gorden F. Mason, duly constuted by letters of Attorney, dated the 18th day of Febr

James and John McCale of Carondale Luzern County PA

he sum of Three hundred & forty three Dollars, lawful mone of the U

of, the receipt whereof they do hereby acknowledge, and thereof acquit and forever discharge th said part

ned, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff release a

lot, piece or parcel of LANI lying and being in the township of Carondale

f the Philik Ripkotts Tract of which this is a part Thence North forty five degrees

of subdivision No 31 South forty five degrees East one hundred and sixteen

to a post Thence by land conveyed to John Lee Jr and Stephen Whitmore forth

Containing fifty seven Acres and forty four perches and being pa

nd Susanna Varrx by patend dated the 8th day of May A 1795 and Enrolled

homas Wister Varrx hereby reserves all minerals in said land with the

ies, privileges, hereditaments and appurtenances, whatsoever thereunto belonging, or in any wise appertai

laim and demand, whatsoever, of the said parties of the first part, in law or equity, of, in, to or out of

led so to be, with the appurtenances, unto the said parties of the second part, their heirs and assigns, to t

aid parties of the first part do for themselves and their heirs, executors and administrators, promise, gra

[Printed by E. S. Goodrich, Towanda, Bradford County, Pa.]

ousand eight hunded and forty-Two between Margaret Vaux, Richard Vaux,

ated the 18th da of February, 1842, and recorded in the office for the Recor-
ty PA of the second part, WITNES ETH—
llars, lawful mone of the United States, to them in hand paid, by the rties
ever discharge thsaid parties of the second part, their heirs, executors, and
sell, alien, enfeoff release and confirm unto the said parties of the second part,
p of Catharine and bounded as follows, viz :—

orth forty five degrees East- seventy nine perches to a post.
ndred and sixteen perches to a beech Thence by lot No 31 and
en Whitmore forth fory five degrees West one hundred
es and being part of a large tract of land grant-
795 and Enrolled in the Rolls Office in Patent Book
said land with the right to dig mine & carry away the same

ing, or in any wise appertaining; and the reversions and remainders, rents, issues
quity, of, in, to or out of the same. **TO HAVE AND TO HOLD**, the said
their heirs and assigns, to the only proper use and behoof of the said parties
dministrators, promise, grant and agree, to and with the said parties of the
and assigns, they will warrant and forever defend against all and every person

Margaret Vaux

Together with all and singular, the rights, liberties, privileges, hereditaments and appurtenance
and profits thereof. And also, all the estate, right, title, interest, claim and demand, whatsoever, of the said parti
hereditaments and premises hereby granted or mentioned, or intended so to be, with the appurtenances, unto the
of the second part, ~~their~~ heirs and assigns, forever. And the said parties of the first part, do for themselves,
second part, ~~their~~ heirs and assigns, that the above described premises, with the appurtenances, unto the said part
or persons, lawfully claiming, and to claim the same

In witness whereof, the said parties of the first part, have hereunto set their hands and seals. Dated the day ar

SEALED AND DELIVERED
IN PRESENCE OF
H. P. Ingram

RECEIVED *the day of the date of the above Indenture,*
of the above named James & John M'Cale
three hundred forty three dollars—
the full consideration money above mentioned.
G. J. Mason Agent

Lu

Be it remembe
of October
before the subscri
county, Gorden
named grantors, a
to be his act and
ents therein nam
Witness my ha

ents and appurtenance, whatsoever thereunto belonging, or in any wise appertaining; and the reversions and remainders, rents, issues
ever, of the said parties of the first part, in law or equity, of, in, to or out of the same. **TO HAVE AND TO HOLD**, the said
purtenances, unto the said parties of the second part, their heirs and assigns, to the only proper use and behoof of the said parties
rt, do for themselves, and their heirs, executors and administrators, promise, grant and agree, to and with the said parties of the
es, unto the said parties of the second part, their heirs and assigns, they will warrant and forever defend against all and every person

ls. Dated the day and year first above written.

e,

Luzerne County, ss.

Be it remembered, that on this nineteenth day of October A. D. 1843 personally came before the subscriber, a justice of the peace, in and for said county, Gorden F. Mason, Attorney-in-fact for the above named grantors, and acknowledged the foregoing Indenture to be his act and deed, and the act and deed of his constituents therein named, with intent to be recorded as such.

Witness my hand and seal the date aforesaid.

Henry S. Pearsall

Justice of the Peace

Margaret Vaux

Richard Vaux

Thomas Wister Vaux

By their attorney in fact

Gorden F. Mason

Luzerne County ss

Recorded in the Office for Recording Deeds &c
in and for the County of Luzerne in Deed
Book 16 No. 40. page 291 &c Witness my hand
and Seal of Office this 3rd day of Mar. A.D. 1843

Chas N. Potter
Recorder

Consideration Money $1500 Dolls

Luzerne County ss } For and in consideration the do hereby assign
set over and transport unto James Russell his heirs Executors administrators and
assigns all our right title claim and interest in and to the within named
Property and to the said James Russell his heirs Executors administrators and assigns
That we will ever and truly warrant and forever defend the said James
Russell, his heirs Executors administrators and assigns from all every person
whatsoever Claiming or to Claim against the within named Property
Witness our hands and Seals at Carbondale City this the first day of May 1854

Signed Sealed and delivered in presence
of us Wm Morrison and
Anthony Wells

James + his mark McHale (Seal)
Sarah + her mark McHale his wife (Seal)
John + his mark McHale (Seal)
Bridgit + her mark McHale his wife (Seal)

Luzerne County ss

On the first day of May Anno Domini 1854
Before me one of the aldermen for the City of Carbondale personally appeared before

to Wm Morrison and
Anthony Wiles

Luzerne County ss

On the first day of May Anno Domini 1854

Before me one of the aldermen in for the city of Carbondale personally appeared before me the above named James McHale & Sarah McHale his wife also John McHale and Bridget McHale his wife and in due form of Law acknowledged the above assignment to be their free acts and deed and desired the same might be recorded as such and the said Sarah and Bridget McHale being separate & apart from their said husbands and the said assignments read to them by me doth say that they signed the above voluntarily & of their free will and accord without any compulsion or coercion on part of their said husbands

In Testimony my hand and seal at Carbondale City aforesaid this the first day of May Anno Domini 1854

Wm Morrison Alderman

James McHale his mark Seal
Sarah McHale her mark Seal
John McHale his mark Seal
Bridget McHale her mark Seal

Luzerne County ss

Recorded in the Recorder's Office of said County
in Deed Book No 29 page 346 Witness my hand
& Seal of Office Nov 9 1831

Charles H Hay
Recorder

Exemplification of Deed

The Delaware & Hudson Canal Company

to

James Archbald

W. PUCKEY & BRO., BOOKSELLERS, STATIONERS &C.,

WILKES-BARRE, PA.

DELAWARE AND HUDSON §
CANAL COMPANY §
TO §
JAMES ARCHBALD §

THIS INDENTURE made the twenty seventh day of December in the year of our Lord one thousand eight hundred & forty seven Between the President, Managers and Company of the Delaware and Hudson Canal Company of the first part, and James Archbald of the Town of Carbondale in the County of Luzerne and State of Pennsylvania of the second part.

Witnesseth that the said party of the first part for and in consideration of the sum of Four thousand eight hundred and twenty one 9/100 (4821.9/100) Dollars lawful money of the United States of America to them in hand paid by the said party of the second part at and before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged, and the said party of the second part, his heirs, executors and administrators forever released and discharged from the same by these presents have granted , bargained sold, aliened, released, remised, conveyed and confirmed and by these

receipt whereof is hereby acknowledged, and the said party of the second part, his heirs, executors and administrators forever released and discharged from the same by these presents have granted , bargained sold, aliened, released, remised, conveyed and confirmed and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second parthis heirs and assigns forever a certain piece or parcel of land, situate, lying and beingin the Township of Carbondale, County of Luzerne and State of Pennsylvania bounded as follows: Beginning at a post and stones by fallen hemlock the western corner of land in the warrantee name of Samuel Freeman; thence by land in the warrantee name of Jacob Porter north forty six degrees west sixty and a half rods to the Milford and Owego Turnpike; thence along the middle of said Turnpike north forty four degrees eastsixty six rods to opposite a post and stones on the north west side thereof; thence by other land of the Delaware and Hudson Canal Company North forty six degrees west sixty five rods to a post and stones cornerand south forty four degrees west sixty six rods to a post and stones cornerin the line

of land in the warrantee name of Jacob Porter aforesaid; thence by said land north forty six degrees west fifty five and a half rods to a post and stones corner ; thence by the remaining part of the tract Atwer Porter North forty degrees east twenty one and three quarters rods to a post and stones corner, north two degrees west twelve and a half rods to a post and stones corner, north fifty degrees east fifty seven rods to a post and stones corner north Seventy ~~Seventy~~ six degrees east twelve rods to a hemlock corner, north forty four degrees east twenty four rods to a post and stones corner north seventy five degrees east twenty six rods to a post and and stones corner, north twenty eight and a half degrees east eleven and three quarter rods to a hemlock corner, north four and a half degrees west sixteen rods to a post and stones corner,north

and stones corner, north twenty eight and a half degrees east elevan and three quarter rods to a hemlock corner, north four and a half degrees west sixteen rods to a post and stones corner,north twenty two degrees east eleven and a quarter rods to a stone around hemlock corner,north three degrees east eleven rods to a post and stones corner, north fifty nine and a half degrees east fourteen rods to a post & stones corner,north twenty seven degrees east thirty five and a half rods to a post and stones corner, north thirty three degrees east forty two rods to a hemlock corner, north fifty eight degrees east eighteen rods to a post and stones corner,north thirty eight degrees east twenty eight rods to a post and stones corner in the line of land in the warrantee name of Walter Porter; thence by said land and land in the warrantee name of Samuel Ellis and Samuel Freeman south forty five degrees east two hundred and five rods to a post and stones and south forty four degrees westthree hundred and fifteen rods to the place of beginning Containing three hundred forty five acres and one hundred and------ perches (345a 108p) be the same more or less . Being part of a larger tract of land four hundred ninty and a half 490 1/2 acres

surveyed in the warrantee name of Oliver Porter.

(2) Also one other piece or parcel of land situate, lying and being in the Township, County and State aforesaid and bounded as follows; Beginning at a post and stones the northern corner of a tract of land in the warrantee name of Sarah Ryan, thence by said tract south forty four degrees west one hundred and sixty two rods to a hemlock corner , south forty five and a half degrees east seventy six and a half rods to a hemlock corner and south forty four degrees west thirty nine rods to a post corner;thence by land in the warrantee name of Henry Rider north forty six degrees west one hundred and twenty nine rods to a post corner; thence by

the remaining part of the tract of Jacob Porter north forty four degrees east sixty rods to the Rail road for empty cars from Carbondale to Archibald (passing over a post and stones one rod south west of the Rail Road) , thence alongs said Rail Road north fifteen and one quarter degrees west thirty one rods, thence north forty four degrees east (passing over a post and stones half rod from the Rail Road on this course) one hundred and twenty six rods to the line of the tract Oliver Porter at the Milford and Owego Turnpike and thence by said tract and a tract in the warrantee name of Susan Freeman south forty six degrees east seventy nine rods (79) to the place of beginning. Containing one hundred seven acres fifty perches (107a 50p) more or less being part of a larger tract of land of four hundred ninty nine and a quarter (499.1/4) acres surveyed in the warrantee name of jacob Porter. Also one other piece or parcel of land situate lying and being in the Township, County and State aforesaid bounded as follows; beginning at a post the southern corner ofa a tract in the warrantee name of Jacob Porter in the line of Warrantee tract of Sarah Ryan , thence by said last mentioned tract south

(3)

forty four and a half degrees west one hundred and twenty four and three quarter rods to a stones corner and south forty six degrees sixty seven rods to a hemlock corner , thence by land in the warrantee name of Henry Ryan south forty four degrees west two hundred and fifty six rods to a Birch corner , thence by land in the warrantee name of Samuel Rider north forty six and a half degrees west sixty four and a half rods to a post and stones corner , thence by the remaining part of the tract Henry Reder North sixty four degrees east forty four and a half rods to a post and stones corner north forty four and a half degrees east eleven rods to a post and stones corner, north thirty five degrees east ten rods to a post and stones corner north six degrees east twenty six rods to a post and stones corner, north nine degrees west sixteen rods to a

post and stones corner, north eight degrees east one hundred and ninety six rods to a post and stones corner , north forty four degrees east one hundred and thirty rods to a post in the line of the warrantee tract of Jacob Porter and thence along said line south forty six degrees east one hundred and twenty nine rods To the place of beginning . Containing two hundred and seventy five acres and ninety five perches (275a 95p) be the same more or less , it being a part of a larger tract of land containing four hundred and twenty (420) acres surveyed in the warrantee name of Henry Reder .

Together with all and singular the tenements, hereditaments rights, members, privileges, and appurtenances unto the said above mentioned and described premises belonging or in anywise appertaining , and the reversions and remainders and remainders rents , issues and profits thereof , and also all the estate, right, title, interest , property, possession, claim and demand whatsoever as well at law as in equity of the said party of the first partof, in

and to the said above mentioned and described premises and every part and parcel thereof with the hereditaments and appurtenances.

To have and to hold the above granted, bargained and described premises and every part and parcel thereof with the hereditaments and appurtenances unto the said party of the second part, his heirs and assigns, to the soly and only proper use, benefit and behoof of the said party of the second part his heirs and assigns forever, and the said the President, Managers and Company of the Delaware and Hudson Canal Company for themselves and their successors do covenant, promise and agree to and with the said party of the second part his heir and assigns that the above described and hereby granted and released premises and every part and parcel

thereof with the hereditaments and appurtenances in the quiet and peacable possession of the said party of the second part, his heirs and assigns , against all and every person and persons whomsoever claiming or to claim the same , they shall and will warrant and by these presents forever defend.

In witness whereof the party of the first part have caused their corporate seal to be hereunto affixed attested by the signatures of their President and Treasurer the day and year first above written . The word "nine" in twentieth line on second page having been written on an erasure before execution.

John Wurts, President

Attest: I N. Seymour
Treasurer

§§§§§§§§§
§Del & Hud§
§Canal Co§
§seal §
§§§§§§§§§

STATE OF NEW YORK
CITY AND COUNTY OF S.S.
NEW YORK

By this public Instrument, be it known to all to whom it may concern that I, William H. Maxwell, Commissioner in and for the State of New York , and resident in the City of New York commissioned by the Govenor of the Commonwealth of Pennsylvania and authorized by law to take acknowledgements of Deeds? , Letters of Attorney, Mortgages, Contracts or other writings under seal with full power and authority to administer oaths and affirmations and to take depositions etc , do hereby certify that on the seventh day of January in the year one thousand eight hundred and forty eight, before me said Commissioner , personally appeared John Wurts, Esquire well known to me to be the President of the Delaware and Hudson Canal Company and acknowledged that he signed, sealed and delivered the annexed deed as the President of the said Company and as his official act and deed for the uses and purposes therein mentioned and desired the same might be recorded as such ; and the said John Wurts, being by me duly sworn according to law did depose and say that he is President of

personally appeared John Wurts, Esquire well known to me to be the President of the Delaware and Hudson Canal Company and acknowledged that he signed, sealed and delivered the annexed deed as the President of the said Company and as his official act and deed for the uses and purposes therein mentioned and desired the same might be recorded as such ; and the said John Wurts, being by me duly sworn according to law did depose and say that he is President of the said Company that the seal to the said deed affixed is the corporate seal of said Company and was thereto affixed by order of the Board of Managers of said Company

In testimoney whereof I have hereunto set my hand and seal the day and year above written.

§§§§§§§§§§§§§§§§§§
§ Wm H/ Maxwell, §
§Commissioner sea§
§§§§§§§§§§§§§§§§§§

William H Maxwell, Pennsylvania

Commissioner New York

Recorded January 11. 1848

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF LUZERNE



S.S.

I, Leland P. Holcomb, Recorder of Deeds etc., in and for said County, do hereby certify that the above and foregoing is a true and correct copy of a deed from the Delaware and Hudson Canal Co to James Archibald so full and complete as the same remains of record in Deed Book No46 at page 138etc in my office.

Witness my hand and official seal at Wilkes-Barre, Pa., this 21st day of March A. D. 1901.

Leland P. Holcomb

RECORDER OF DEEDS.

CERTIFICATE.

Commonwealth of Pennsylvania, } S.S.:
COUNTY OF LUZERNE.

I, Benton Jackson

Prothonotary of the Court of Common Pleas in said County of Luzerne, **Do Certify** *that the Honorable* ~~CHARLES E. RICE~~ John Lynch, *by whom the foregoing certificate and attestation were made, and who has thereunto subscribed his name, was at the time of making thereof, and still is, President Judge of the Court of Common Pleas, Court of Quarter Sessions of the Peace, Etc., in and for the said County, duly commissioned and qualified: to all whose acts, as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere.*

In Testimony Whereof, *I have hereunto set my hand and affixed the seal of the said Court, at Wilkes-Barre, this* 28th *day of* March 1901. ~~188~~

Benton Jackson, Prothonotary.



Commonwealth of Pennsylvania, } ss:
COUNTY OF LUZERNE.

I, ~~STANLEY WOODWARD~~ John Lynch, President Judge of the Courts of Common Pleas, and Court of Quarter Sessionsof the Peace, &c., in and for the County of Luzerne, TO CERTIFY, that Leland P. Holcomb by whom the annexed record, certificate and attestation were made, and who in his own proper handwriting has thereunto subscribed his name and affixed his official seal, was, at the time of so doing, and now is, Recorder of Deeds in and for said County, duly commissioned and qualified; to all whose acts, as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere; and that said record, certificate and attestation are in due form of law, and made by the proper officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 28th day of March A. D. ~~18~~ 1901



John Lynch

PRESIDENT JUDGE.

Exemplification of Deed.

Thomas Russell

and Others

To

James Archbald.

7

W. PUCKEY & BRO., BOOKSELLERS, STATIONERS &C.,

WILKES-BARRE, PA.

THOMAS RUSSEL & W. ET AL.
per Atty. J. R. Priestly.

TO

JAMES ARCHBALD.

THIS INDENTURE Made the Seventeenth day of January A. D. Eighteen Hundred and forty eight, Between THOMAS RUSSEL and MARY his wife, JOHN SKEY and JEANNETTE his wife, MARTHA SKEY and ROBERT WILTON and GEORGE PLYDELL WILTON Executors and devisees of William Russel Skey deceased devisees and legal representatives of William Russel deceased all of England by JOSEPH R. PRIESTLY their Attorney in Fact (by virtue of two several Powers of Attorney to him hy them given the one bearing date the Eleventh day of February A. D. Eighteen hundred and forty, the other the Eighteenth day of October A. D. Eighteen Hundred and forty five and both recorded in Luzerne County as by reference to the Records thereof will fully appear) of the Borough of Northumberland State of Pennsylvania of the one part and JAMES ARCHBALD of the County of Luzerne Town of Carbondale State aforesaid of the other part,

WITNESSETH That the said parties of the first part by their above named Attorney in fact in consider-ation of the

the Records thereof will fully appear)of the Borough of Northumberland State of Pennsylvania of the one part and JAMES ARCHBALD of the County of Luzerne Town of Carbondale State aforesaid of the other part,

WITNESSETH That the said parties of the first part by their above named Attorney in fact in consider-ation of the sum of Four Thousand Eight Hundred dollars to them in hand paid by the said James Archbald at and before the ensealing and delivery hereof the receipt whereof they do hereby acknowledge and thereof do acquit and forever discharge the said James Archbald his heirs executors and administrators by these presents have granted bargained sold aliened enfeoffed released and confirmed and by these presents do grant bargain sell alien enfeoff release and confirm unto the said James Archbald and to his heirs and assigns All their right title interest and estate in and to all that tract of land surveyed in the Warrantee name of Samuel Rider (called Darby)Situated on the Waters of Lackawanna C$_r$eek in Luzerne County, Beginning at a post thence by lands of George Lee and Norman Lee South forty

four degrees West two hundred and seventy two perches to a post, Thence by land of James Rider South forty six degrees East two hundred and eighty eight perches to a post thence by vacant land North forty four degrees East one hundred and ninety eight perches to a sugar tree North fifty six degrees West fifty one perches to Beech Sapling North forty four degrees East seventy four perches to a Hemlock and thence by the same and land of Henry Rider North forty six degrees west two hundred and thirty seven perches to the beginning, Containing Four Hundred and thirty nine acres One hundred and seven perches and allowance of six per cent for roads &c, which said tract was surveyed in pursuance of a warrant dated 3d April 1792 granted to Samuel Rider who by deed dated 16 May 1794 conveyed the same to the said William Russel

1792 granted to Samuel Rider who by deed dated 16 May 1794 conveyed the same to the said William Russel

TOGETHER with all the buildings ways, waters water courses rights, mines minerals liberties privileges hereditaments and appurtenances whatsoever thereunto belonging and all the remainders reversions rents issues and profits thereof, To have and to hold the said piece of land described as aforesaid and all their interest and estate in the same with the appurtenances unto the said James Archbald his heirs and assigns to the only proper use and behoof of him the said James Archbald his heirs and assigns forever,

And the said parties of the first part for themselves their heirs, executors and administrators covenant and agree to and with the said James Archbald his heirs and assigns by these presents that they the said parties of the first part and their heirs the above named piece of land and their interest in the same with the appurtenances unto the said James Archbald his heirs and assigns against them the said parties of the first part and their heirs and against all and every other person or persons lawfully claiming or to claim the same or any part thereof by or from them shall and will warrant and forever defend by these presents,

IN TESTIMONY WHEREOF the parties to these presents have hereunto set their hands and seals on the day and year first above written,

Sealed and Delivered
in presence of
William Root
William Silsbie,

Thomas Russel (seal)
Mary Russel (seal)
John Skey (seal)
Jeannette Skey (seal)
Martha Skey (seal)
George Plydell Wilton (seal)
Robert Wilton (seal)
By their Atty.
J. R. Priestly (seal)

LUZERNE COUNTY S. S.

(SEAL) On the Seventeenth day of January A. D. 1848 personally came before me a Justice of the Peace for said County the above named Joseph R. Priestly and acknowledged the within Indenture to be his act and deed and desired that the same might be recorded as such.

WITNESS my hand and seal the day and year above written,

the within Indenture to be his act and deed and desired that the same might be recorded as such.

WITNESS my hand and seal the day and year above written,

William Root,

Justice of the Peace,

State of Pennsylvania)
) SS
County of Luzerne,)
)
City of Scranton,)

BE IT REMEMBERED that on the 20th day of April A. D. 1870 before me a Notary Public in and for said County personally came William Silsbie and on his solemn affirmation, according to Law, doth depose and say that he was present and did see Joseph R. Priestly attorney in fact of Thomas Russell and Mary Russell his wife, John Skey and Jeannette Skey his wife, Martha Skey, Robert Wilton and George Plydell Wilton Executors and devisees of William Russell deceased, Grantors in the within and foregoing Indenture named sign seal and as the act and deed of his said constituents deliver the within written deed, Indenture or conveyance for the uses and purposes therein mentioned and that the same was

so signed sealed and delivered in presence of William Root and this affirmant and that the name Joseph R. Priestly set and subscribed to the said Indenture as the party executing the same is the proper handwriting of the said Joseph R. Priestly, and that the names of William Root and William Silsbie also set and subscribed to the said Indenture as the Witnesses attesting the due execution thereof are of the respective handwriting of the said William Root and of this affimant.

William Silsbie,

Affirmed and subscribed the day and year aforesaid before me,

Witness my hand and notarial seal,

Isaac J. Post,

(Notarial seal) Notary Public,

Recorded 23 April, 1870,

Commonwealth of Pennsylvania,

LUZERNE COUNTY, } SS:



I, LELAND P. HOLCOMB, Recorder of Deeds, etc., in and for said County, do hereby certify the above and foregoing to be a true and correct copy of a Deed from Thomas Russell and wife et al. by J. R. Priestly atty in fact to James Archbald.

so full and complete as the same remains of record in Deed Book,

No. 138 Page 535 in my office.

CERTIFICATE.

Commonwealth of Pennsylvania, } S.S.:
COUNTY OF LUZERNE.

I, Brinton Jackson

Prothonotary of the Court of Common Pleas in said County of Luzerne, **Do Certify** *that the Honorable* ~~Stanley Woodward~~ John Lynch *by whom the foregoing certificate and attestation were made, and who has thereunto subscribed his name, was at the time of making thereof, and still is, President Judge of the Court of Common Pleas, Court of Quarter Sessions of the Peace, Etc., in and for the said County, duly commissioned and qualified: to all whose acts, as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere.*

In Testimony Whereof, *I have hereunto set my hand and affixed the seal of the said Court, at Wilkes-Barre, this* 28th *day of* March 1901 ~~188~~



Brinton Jackson, Prothonotary.

No Twenty Five

31

DEED.

Lucretia J. Wurts
Helen S. Wurts
Theodore J. Wurts
Franklin C. Jones
Harriet L. Jones

To

James Russell

(17)

Clarks, Prs. 230 Dock St.

For 28 ta. 14 p. part of Wing
Rider & Sam'l Rider

Plant $2.00

Filed 4th Sept 1873
Tax & Fees Paid $2.25

[No. 243.] DEED.—Parchment Paper.
Printed and sold by John C. Clark & Son, 230 Dock Street.

This Indenture,

MADE the nineteenth **day of** May **in the year of our Lord one thousand eight hundred and** sixty six **BETWEEN** Lucretia J. Wells, Helen S. Wells and Theodore F. Wells all of the City of Carbondale, Luzerne County, Pennsylvania, Franklin C. Jones of the town of Franklin, New London County, Connecticut and Harriet L. his wife all of the one part and James Russell of the township of Fell, Luzerne County aforesaid

of the other part, Witnesseth, That the said parties of the first part

for and in consideration of the sum of One Thousand Eight Hundred Eighty Nine 39/100 Dollars

lawful money of the United States of America, unto them **well and truly paid by the said** James Russell

at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have **granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents** do **grant, bargain, sell, alien, enfeoff, release and confirm unto the said** James Russell and his

Heirs and Assigns, All the right title and interest of the said parties of the first part of in and to the following described property, being the three equal undivided one sixth parts of all that certain piece or parcel of land situate and lying in the City of Carbondale, County of Luzerne and State of Pennsylvania,

bounded and described as follows, viz: BEGINNING at a stones corner, the Western corner of a tract in the warrantee name of Sarah Ryan, thence by said tract South forty six degrees East sixty seven rods to a hemlock corner, thence by land in the warrantee name of Henry Ryan South forty four degrees West two hundred and fifty six rods to a beech, South forty six and a half degrees East nine and a half rods to a hemlock corner, South forty three and a half degrees West seventy seven and three quarters rods to a beech corner, South forty six degrees East fifty two rods to a stones corner and South forty four degrees West seventeen and a half rods to a stones corner; thence by land of the Delaware and Hudson Canal Company North fifty eight degrees West one hundred and thirty seven rods to a beech corner; thence North eight degrees East one hundred and one rods to a stones corner; thence North eighty five and three quarters degrees East one hundred and twenty one rods to a stones corner; thence North eight degrees East one hundred and twenty six and a half rods to a stones corner of land sold by William Hunts to William Brennan; thence by said land South eighty one degrees East forty six and seven tenths rods to a post; thence North nine degrees East one hundred and ten and eight tenths rods to a post and stones; thence South fifty eight and a half degrees East eighty three and seven tenths rods to a stone corner in the line of land in the warrantee name of Sarah Ryan aforesaid and thence by said land South forty four and a half degrees West thirty two and three fourths rods to the place of Beginning: Containing Two Hundred and Fifty One Acres and one hundred and forty seven perches, be the same more or less.

Together *with all and singular the* ——— *Ways, Waters, Water-Courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances whatsoever thereunto belonging or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, of* them the said parties of the first part ——— *in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof,* ———

To have and to hold *the said* ——— *Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances,* ——— *unto the said* James Russell and his *Heirs and Assigns, to and for the only proper use and behoof of the said* James Russell and his *Heirs and Assigns for ever.* ———

And the said Helen S. Wurts, Theodore F. Wurts and Franklin C. Jones, for themselves and for their Heirs, Executors and Administrators, **Do** by these presents, covenant, grant and agree, to and with the said James Russell, his Heirs and Assigns, that they the said Helen S. Wurts, Theodore F. Wurts and Franklin C. Jones Heirs, all and singular the Hereditaments and Premises herein above described and granted, or mentioned and intended so to be, with the Appurtenances, unto the said James Russell, his Heirs and Assigns, against them the said Helen S. Wurts, Theodor F. Wurts and Franklin C. Jones and their Heirs, and against all and every other Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, shall and will **Warrant** and forever **Defend.**

In witness whereof, the said parties to these presents have hereunto interchangeably set their hands and seals. Dated the day and year first above written.

SEALED AND DELIVERED
IN THE PRESENCE OF US

William Hart

Albert S. Ball
J. W. Wurts
Attested as to F. C. Jones and Harriet L. Jones

Lucretia J Wurts (Seal)

Helen S. Wurts. (Seal)

Theo. F. Wurts (Seal)

F. C. Jones. (Seal)

Harriet L. Jones. (Seal)

#2. Reverse

Received, *the day of the date of the within or aforegoing Indenture of the within named* James Russell the con-
=sideration money within mentioned in full

City of Carbondale
County of Luzerne SS.

On the twenty fifth **day of** May **Anno Domini, 18**66 *before me,* an Alderman
in and for said city

personally appeared the within named Lucretia J. Nunts, Helen S. Nunts and Theodore F. Nunts

and in due form of law acknowledged the within or aforegoing **Indenture** *to be* their *act and deed, and desired the same might be recorded as such.*

Witness *my hand and seal the day and year aforesaid.*

Wellman Root Alderman

State of Connecticut

Be it remembered that on the 2nd day of June One thousand eight hundred and sixty six, before me the undersigned a Commissioner duly appointed and qualified by the Governor and under the laws of the State of Pennsylvania to take acknowledgments &c to be used and recorded therein, personally appeared Franklin C. Jones and Harriet L. his wife hereinbefore named and acknowledged the foregoing Indenture to be their act and deed and desired that the same might be recorded as such.

And the said Harriet L. Jones being of full age and by me examined separate and apart from her said husband and the contents of the foregoing Indenture being first made fully known to her, declared that she did voluntarily and of her own free will and accord seal and as her act and deed deliver the same without any coercion or compulsion of her said husband.

Witness my hand seal the day and year last aforesaid.





H. L. Watt
Commissioner for Pennsylvania residing in Connecticut.

No Luzerne Co 31

DEED.

Lucretia L. Wurts
Helen L. Wurts
Theodore F. Wurts
Franklin A. Jones
Harriet L. Jones

to

James Russell

(17)

Clarke, Prr. 230 Dock St.

Filed 4th Sept 1873
Rec & Fees Paid $2.25

Luzerne County ss

Recorded in the office for recording deeds &c in for said County in Deed No 170 Page 55 &c
Witness my hand & official seal at Wilkes Barre this 4th Sept A.D. 1873

Otto Kaiser Recorder
Per